

- vi. The PAN, DP ID, Client ID and other Demographic Details of valid beneficiary accounts from Depositories,

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

- (n) The Registrar shall ensure that timely follow-up and reasonable efforts are carried out by it to collect all the Bid cum Application Forms;
- (o) To process all Bids along with bank schedules received from the Designated Intermediaries in respect of the Offer and the electronic Bid file received from the Stock Exchanges in respect of the Offer;
- (p) To advise the Designated Intermediaries through the Stock Exchanges of the mismatches, if any, that may warrant a correction of Bid data;
- (q) To prepare a physical book on the basis of Bids received from Anchor Investors and delivering the same to the Company and the BRLM;
- (r) To screen, identify and list Bid cum Application Forms with technical errors, multiple applications or those that could be considered liable for rejection as per regulations issued by SEBI, the Stock Exchanges and other relevant government bodies and as specified in the Offer Documents and rejecting such Bid cum Application Forms in consultation with the Company and the BRLM. It is understood that a technical rejection list will be prepared based on the electronic Bid files received from the Stock Exchanges without reference to the physical Bid cum Application Forms;
- (s) On closure of the Offer, to collect the Bid file from Stock Exchanges/ the BRLM and validate the DP ID, Client ID and PAN with the depository database and provide a file to the concerned Designated Intermediary (through the BRLM) and BRLM of the erroneous Bids which will be considered as invalid;
- (t) 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;
- (u) To inform the Designated Intermediaries and the BRLM of any errors in the Bid details, along with advice to send the rectified data within a specified date;
- (v) To reconcile the compiled data received from the Stock Exchanges and all SCSBs, and match the same with the depository database for correctness of DP ID, Client ID and PAN;
- (w) To reject the Bids in case the DP 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 and PAN available in the depository database and which have not been rectified by the SCSB within the specified date;
- (x) To reject the Bids made by duplicate copies of the same Bid cum Application Form (i.e. two Bids bearing the same unique identification number);
- (y) 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;
- (z) To coordinate with the Bankers to the Offer (in case of Bids by Anchor Investors) and Designated Intermediaries (in case of all other Bids) for submission of final certificates, after taking into account rectifications, if any and reconciling any data mismatches with the



Bankers to the Offer and the Designated Intermediaries, as the case may be, and ensuring the accuracy of such final certificates in accordance with the Applicable Law;

- (aa) 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;
- (bb) To ensure that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, guidelines and notifications and as specified in the Offer Documents;
- (cc) To complete validation of beneficiary account details;
- (dd) 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;
- (ee) To assist in seeking approval of the Basis of Allotment with the Designated Stock Exchange as per the SEBI ICDR Regulations and the relevant provisions of the Offer Documents along with the BRLM and the Company;
- (ff) To prepare the complete list of valid applications (after all rejections), and present the same category-wise;
- (gg) To communicate to the BRLM, and the Company at the earliest in the event of a discrepancy between Bids registered online system of the Stock Exchanges and the SCSB's data;
- (hh) To provide exceptions to enable the Companies and the BRLM to take decision on the Bids;
- (ii) 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;
- (jj) To validate the electronic bid details with the Depository records and to reconcile the final certificates received from the SCSBs with the electronic bid details in terms of the SEBI circular bearing reference no. CIR/CFD/DIL/3/2010 dated April 22, 2010, the SEBI circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, SEBI circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, SEBI circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016 and SEBI circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, on the basis of which the Basis of Allotment will be finalise;
- (kk) To prepare a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Investors and Retail Individual Investors. 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 closure of the Offer;
- (ll) To prepare a technical rejection list based on the electronic Bid files received from the Stock Exchanges;
- (mm) To send the Confirmation Allocation Note ("CAN") to the Anchor Investors and the Allotment Advice to Bidders, as applicable who have been Allotted Equity Shares in the Offer;
- (nn) To identify inactive demat accounts, if any, well in advance for effective lock-in in accordance with the applicable SEBI ICDR Regulations;
- (oo) 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;

For VVL Enterprise Private Ltd.

SONALI SHINDE
Director



- (pp) To provide correct data in time, and in no event later than two Working Days from the closure of the Offer, to enable the Company and the BRLM to determine and finalize the Basis of Allotment after proper rejections of invalid or incorrect applications as per the Red Herring Prospectus and Prospectus and in compliance with SEBI ICDR Regulations in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment;
- (qq) To prepare a list of Allottees entitled to Allotment of the Equity Shares and preparing the CAN, Allotment Advice in consultation with the Company and the BRLM, post communication of the Basis of Allotment by the Company and prepare funds unblocking schedule based on the approved Basis of Allotment and to assist the Company in its corporate action for credit of Equity Shares upon allotment/lock-in for pre-Offer capital (except for Offered Shares) within three Working Days from the Bid/ Offer Closing Date and in giving instructions to the Depositories to carry out lock-in for the pre-offer capital (except the Offered Shares) as per the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within four working days from the closure of the Offer;
- (rr) To keep accurately, at all times, the electronic records relating to Bids received from all SCSBs, the Designated Intermediaries and the BRLM including:
- (i) Bids from the online bidding system of the Stock Exchanges and Bids furnished by Designated Intermediaries and the Book Running 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 Public Offer Account, in accordance with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act; and
 - (iv) Particulars relating to, rejected/withdrawn/unsuccessful Bids.
- (ss) 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;
- (tt) To prepare distribution schedule and analysis form (for purposes of the Stock Exchanges or the Company);
- (uu) 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; and
 - (vii) Postal journal for documents mailed.
- (vv) To ensure that the allotment made is correct and timely uploading of the correct file in the depository system is made;
- (ww) To co-ordinate with the concerned Depository and ensuring that the number of Equity Shares allocated to each category of Bidders is correct in all respects;

- (xx) Post communication of the Basis of Allotment by the Company, to prepare the list of Allottees entitled to Allotment of Equity Shares and preparing instructions for transfer/unblocking of funds from the Escrow Account/ASBA Account, as applicable to the Public Offer Account and from Escrow Account to the Refund Account, as applicable;
- (yy) Preparation of the fund transfer schedule along with reconciliation of total funds received, amount proposed to be transferred, in each case duly certified by the Registrar based on approved Allotment and upon finalization of the Basis of Allotment, to provide the following details to the controlling branches of each SCBB, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Offer Account within the timelines specified under SEBI circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 and SEBI circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016:
- Number of Equity Shares to be allotted against each valid Bid and the list of successful Bidders;
 - Amount to be transferred from the relevant ASBA Account or the Escrow Account to the Public Offer Account (or the refund account if so required), for each valid ASBA Bid or Anchor Investor Bid and the date by which such amounts are to be transferred and ensuring that relevant amounts have been transferred as per the prescribed timelines under applicable law;
 - The date by which the funds referred herein above, shall be transferred to the Public Offer Account in accordance with the terms of this Agreement, the Offer Documents and under applicable law;
 - 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 SCBBs to refund the amount or unblock the relevant bank accounts, as the case maybe.
- (zz) In case of failure of the Offer, to give appropriate instructions for unblocking of the relevant ASBA bank accounts/ issuance of instructions for refund to the Anchor Investors, as the case may be, all within the timelines prescribed under the Offer Documents, this Agreement, the SEBI ICDR Regulations and other applicable circulars and regulations issued by the SEBI;
- (aaa) 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;
- (bbb) In accordance with instructions received from the Company, giving instructions to the concerned Depository for credit of Equity Shares to the successful Bidders after the approval of Allotment of Equity Shares by the Board and ensuring 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;
- (ccc) 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;
- (ddd) To give instructions to the Depositories to carry out lock-in for the pre- Offer share capital and receive confirmation from the Depositories;
- (eee) To dispatch letters of Allotment/Allotment Advice, CAN, 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 and the BRLM and assist the Company and the BRLM in filing of the confirmation of refund dispatch with the Stock Exchanges. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes

permitted by the Reserve Bank of India and as provided by the SEBI and as included in the Offer Documents;

- (fff) To Offer duplicate refund orders after obtaining suitable indemnity bond or confirmation from the Refund Bank that the original is not paid and stop has been noted against the same;
- (ggg) To revalidate refund orders, where permitted;
- (hhh) To carry out due procedures in relation to processing of multiple applications as provided in the Offer Documents;
- (iii) To comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company, the Selling Shareholder and the BRLM;
- (jjj) Finalization of various post- offer monitoring reports such as final post- offer monitoring report, along with relevant documents/certificates, in consultation with the post- offer BRLM and the Company, to be submitted to SEBI within the stipulated time and shall ensure that such reports are based on authentic and valid documentations received from the members of Syndicate and the Bankers to the Offer;
- (kkk) 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 three years subject to any commercial agreement with the Company for storage of such records and are made available to the Company at regular intervals.
- (III) 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 and the BRLM;
- (mmm) To submit relevant documents to the Stock Exchanges for the purpose of obtaining listing approvals;
- (nnn) To settle investor complaints and grievances pertaining to Allotment of shares, refund orders, delay in dispatch of Allotment Advice, refund orders or any investor grievances related to the Registrar's scope of services, complaints, communications received from the SEBI, the Stock Exchanges and other regulatory agencies in a timely manner in accordance with any applicable legislation and any rules, regulations and guidelines issued by SEBI, and provide requisite reports to the Company, the Selling Shareholder and the BRLM during the Offer Period and after closing of the Offer;
- (ooo) To assist the Company, the Selling Shareholder and BRLM 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;
- (ppp) 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;
- (qqq) In accordance with applicable law, ensuring the timely unblocking of funds or in case of Anchor Investors, refund of the monies received from the Bids (or part thereof) which are unsuccessful or rejected (to the extent they are unsuccessful or rejected);
- (rrr) To initiate corporate action to Allot Equity Shares to the successful Bidders after the approval of Allotment of Equity Shares by the Board;
- (sss) 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 six Working Days from the date of closure of the Offer or within such timeline as prescribed by SEBI;

- (ttt) To ensure that the Offered Shares are transferred to the Share Escrow Account in accordance with the Share Escrow Agreement;
- (uuu) To ensure timely deposit of the Equity Shares in the Share Escrow Account and to ensure that the transfer of the Offered Shares from the Selling Shareholder to the successful Bidders is undertaken in a timely manner;
- (vvv) To give instructions to transfer the funds from the Anchor Investor Escrow Account to the Public Offer Account in accordance with the Offer Documents and applicable laws;
- (www) To consolidate the list of subscriptions received through the underwriters to the Offer and evaluating their performance and to prepare statement of selling commission payable, if any, and arrange for their dispatch;
- (xxx) To provide data to assist the Company and the BRLM in publishing Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading in all newspapers where the pre- Offer, Bid/ Offer Opening/Closing advertisements have appeared earlier;
- (yyy) To provide weekly reports to the Company and the BRLM on the (i) status of refunds received undelivered and electronic refunds rejected and steps taken to resend the refunds to Anchor Investors; and (ii) status of redressal of investor complaints received in the format specified by the Company and the Book Running Lead Managers;
- (zzz) 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 Book Running Lead Managers and the Designated Intermediaries based on the terminal from which the Bid has been uploaded.
- (aaaa) To provide detailed statements for payment of brokerage, including providing within two Working Days, the commission/processing fees payable to the Designated Intermediaries. The payment to Registered Brokers shall be made in accordance with SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012 and as disclosed in the Offer Documents. The payment to CDPs and RTAs shall be made in accordance with SEBI circular CIR/CFD/POLICYCELL/ 11/2015 dated November 10, 2015 and as disclosed in the Offer Documents. The quantum of commission payable shall be determined on the basis of the applications which have been considered eligible for the purpose of Allotment, in accordance with applicable law;
- (bbbb) To ensure compliance with all applicable regulations and guidelines, including the provisions of the SEBI Circular bearing reference no. CIR/CFD/DIL/3/2010 dated April 22, 2010, the SEBI Circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI Circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, the SEBI Circular bearing reference no. CIR/CFD/DIL/ 4 /2013 dated January 23, 2013, the SEBI Circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, the SEBI circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016 and the SEBI Circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016;
- (cccc) Where the Registrar is required to liaise with third parties for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within the prescribed timelines so that there is no delay in completing the Assignment within the prescribed timelines;
- (dddd) To provide assistance to the Company, the Selling Shareholder and the Book Running Lead Managers in all other work incidental to or connected with processing of electronic Bids, applications for offer / refund to Anchor Investors/ Allotment/ investor services/ listing permission/ trading permission/ connectivity with the Depositories; and
- (eeee) To provide in a timely manner all accurate information to be provided by it under this Agreement.

8. In connection with the Offer, the Registrar shall maintain accurately and with reasonable care such records as are required to be maintained under applicable law, including the SEBI RTA Regulations and for the minimum duration prescribed under applicable law, which include without limitation, the following:

- (a) All Bid cum Application Forms received from Bidders in relation to the Offer;
- (b) All the electronic records 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 BRLM and the Designated Intermediaries;
- (c) All the Bid cum Application Forms of Bidders rejected and reasons thereof and details of the rejected/withdrawn or unsuccessful Bid cum Application Forms (including ASBA Bid cum Application Forms);
- (d) Particulars relating to rejected/withdrawn/unsuccessful bids including ASBAs;
- (e) Particulars relating to all the rejected Bids in the electronic file which do not get validated for the DP ID/Client ID and/or PAN with the Depositories database;
- (f) Basis of allocation of Equity Shares to the successful Bidders including the ASBA Bidders as finalized by the Company and the Selling Shareholder in consultation with the BRLM and designated stock Exchange, along with relevant annexures and details;
- (g) Demographic Details obtained from the concerned Depositories;
- (h) Terms and conditions of the Equity Shares;
- (i) List of names of successful and unsuccessful Bidders of the Equity Shares, including successful ASBA bidders and unsuccessful ASBA bidders;
- (j) Records pertaining to ASBAs taken from the electronic bidding system of the Stock Exchange(s) and ASBAs furnished by SCSBs, the Syndicate and the Registered Brokers in respect of the Offer;
- (k) Particulars relating to the allocation and Allotment of the Equity Shares against valid ASBAs;
- (l) Particulars relating to monies to be transferred to the public offer account and refunds to be made to Bidders;
- (m) Particulars relating to the monies to be transferred to the Company against valid ASBAs;
- (n) Details of multiple Bids submitted by ASBA bidders (determined on the basis of common PAN) and rejected by the Registrar;
- (o) Refund orders dispatched to Bidders in respect of application monies received from them in response to the offer revalidation and issue of duplicate refund orders;
- (p) reconciliation of the compiled data received from the Stock Exchange(s) with the details of collections/blocked amount received from the SCSBs, BRLM and the Bankers to the offer and match the same with the Depositories' database for correctness of DP ID, Client ID and PAN;
- (q) Reconciliation between funds deposited in the Escrow Collection Banks (in respect of anchor/underwriter) or any of their correspondent banks and total of amounts stated in Bid cum Application Forms received in the offer;
- (r) Details of files in case of refunds to be sent by electronic mode, such as NECS/NEFT/RTGS etc.;
- (s) details of the demand drafts issued, if any;

For VVJ Enterprise Private Limited

Sonam Jha
Director



- (t) Records of correspondence in respect of investor complaints, grievances or queries;
- (u) Records of investor communication, including withdrawal requests, and communication for verifying DP ID details;
- (v) 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; if any
- (w) Record of pre-printed offer stationary like allotment advice showing details of such stationary received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;
- (x) Complaint register containing details of the date of receipt of complaints, 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; and
- (y) Such other records as may be specified by SEBI, the Company, the SCSBs and/or the BRLM for carrying on the activities as Registrar to an Offer.

Subject to the provisions of any other law and commercial arrangements with the Company for storage of application forms beyond six months, the Registrar shall preserve all aforesaid records and documents for a minimum period of three years from the date of listing and commencement of trading of the Equity Shares. The Registrar shall provide the Company, the Selling Shareholder and the BRLM with any report that is required by them using the information specified above in a timely manner.

9. The Registrar shall not, and shall assure that its officers, employees and agents shall not, either before or after the termination of its appointment hereunder, divulge to any third party any confidential information about the Company and the Selling Shareholder or the Offer or the demographic details given by/of the Bidders, which comes to its knowledge pursuant to its appointment hereunder.
10. The Registrar shall provide accurately and in a timely manner all information to be provided by it under this Agreement, to ensure proper allotment and transfer of the Equity Shares, dispatch of instructions to SCSBs to unblock the bank accounts of the respective ASBA Bidders pursuant to approval of basis of Allotment by the Designated Stock Exchange, and dispatch of refund orders without delay, including providing the Escrow Collection Banks with the details of the monies and any surplus amount to be refunded to the Bidders. The Registrar shall be responsible for the correctness and validity of the information relating to any refunds and/or unblocking of funds required to be made that has been provided by the Registrar to the Escrow Collection Banks and/or any of their correspondent banks and/or the SCSBs, as the case may be.
11. The Registrar shall be responsible for the correctness and validity of the information furnished by it to the SCSBs and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.
12. The Registrar shall ensure that:
 - (a) investors shall be sent first response within three Working Days after receipt of complaint;
 - (b) the enquiries/ 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 Registrar has a proper system to track, address and redress investor complaints;
 - (d) For the electronic Bids which are rejected as invalid because of DP ID/Beneficiary Account ID or PAN particulars captured by the members of the Syndicate, capture the name and address as and when received from the Escrow Collection Banks and send refunds to the investors in physical form at the earliest;

For VVJ Enterprise Private Limited

SOMAN JINDAL
Director



- (e) it shall provide status update at periodic intervals to the BRLM, the Company and the Selling Shareholder.
- (f) adequate steps are taken for proper allocation of Equity Shares and refund of application monies without delay and as per applicable law;
- (g) the information furnished to the Designated Intermediaries in discharging their responsibility under the ASBA process is correct and valid; and
- (h) it maintains an insider list in accordance with the directions of the Company.
- (i) the Registrar shall be responsible for the correctness and validity of the information furnished by it to the Designated Intermediaries and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.

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

- (a) creation of false market;
- (b) price rigging or manipulation;
- (c) passing of unpublished price sensitive information to any third party, including without limitation, brokers, members of the Stock Exchanges and other intermediaries in the securities market or taking of any other action which is not in the interest of the investors;
- (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, or to the Registrar's knowledge, any agent or representative of the Registrar, has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Offer; and the Registrar and its affiliates (wherever applicable) have conducted their business in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws.

14. The Registrar represents and warrants to the Parties to this Agreement that:

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

For VVJ Enterprise Private Limited

Souam *Souam*
Director



recording of transactions in their books and records, keeping such books and records available for audit for six years following termination of this Agreement.

15. Immediately on receiving instructions from the Company, the Selling Shareholder and BRLM, the Registrar shall dispatch all the refund orders within the period specified in the Offer Documents. The Offer stationery including CAN, if any letters of allocation and allocation advice, shall be kept ready and handed over to the Registrar by the Company within seven days from the date of closure of Offer. If the Company is liable to pay interest due to delay in refunding the amount, where such a delay is attributable solely to the Registrar's failure to refund the amount or to provide instructions to the SCSBs to unblock the bank accounts of the respective ASBA Bidders within the period stated in the Offer Documents on receiving the instruction to do so from the Company, the Registrar shall be liable to indemnify the Company and the for the cost incurred by the Company in paying the interest as per the applicable law. If the Company is made liable to compensation/damages for delay in credit of shares to investors accounts, where such delay is attributable to Registrar's failure to credit the shares within the stipulated time/reasonable time/ time mentioned in the Offer Documents, rules etc., the Registrar shall be liable to indemnify the Company for such compensation/damage, loss etc. incurred by the Company or the BRLM as the case may be.
16. To coordinate with the Refund Banks for dispatch of refunds, if any wherever the refund sent through electronic modes have bounced. In case of refunds through electronic means like NECS, NEFT, Direct Credit or RTGS 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.
17. In case of Employee Reservation, Equity Shares within the Employee Reservation Portion shall be allotted to persons identified in the list provided by the authorized representative of the Company certifying that such persons are bona fide employees of the Company or its holding company, subsidiary companies or any material associate company of the Company who are Eligible Employees as defined in the Offer Documents, as per the procedure specified in the Offer Documents.
18. The Company and the Selling Shareholder agree that the Registrar will not hand over any Bid cum Application Form or other documents/records pertaining to the Offer to any other person (except to the BRLM, the SCSBs and the Stock Exchanges) until the completion of dispatch of allotment letters, refund orders, credit of shares etc. Provided that the Registrar may hand over any Bid cum Application Form or other documents/records relating to the BRLM, the SCSBs and the Stock Exchanges with prior notice of such disclosure to the Company. The Company agree that they will have access to the applications/documents pertaining to the Offer at the office of the Registrar only as provided herein. The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without any prior written consent of the Company.
19. The Registrar will handle the Offer work from its office at Mumbai, 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.
20. The Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of allotment letters/ allotment/ allocation advice, share certificate etc. within two Working Days from the date of closure of the Offer. On Allotment, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar shall maintain a proper account of the amount spent by it on behalf of the Company and the Selling Shareholder.
21. The Registrar will extend necessary assistance to the public representative deputed by SEBI and the Designated Stock Exchange. The Registrar shall also assist in releasing of the bank guarantee submitted with the Stock Exchanges. In the case of over-subscription, Allotment will be done in the presence of a Stock Exchange representative and the Registrar will extend all facilities to complete the Allotment process smoothly and speedily. The Company and the Selling Shareholder shall also extend all necessary assistance to the Registrar in such matters.
22. The Registrar shall maintain close coordination with the Syndicate, Bankers to the Offer, Refund Bank and the SCSBs in monitoring the flow of Bid cum Applications Forms, processing of the Bid cum Applications Forms and shall seek necessary help from the BRLM, as and when required. The Registrar will extend all necessary assistance to the public representative deputed by SEBI and the

For VVJ Enterprise Private Limited

SONAM JINDAL
Director



Designated Stock Exchange. In the case of over subscription, allotment will be done in the presence of a Stock Exchange representative and the Registrar will extend all facilities to complete the allotment process smoothly and speedily. The Company and the Selling Shareholder shall also extend necessary help to the Registrar in such matters.

23. The Registrar will provide all the relevant statements/reports to ensure commencement of trading within timelines mentioned in the Offer Documents, in consultation with the Company and the BRLM
24. The Registrar will finalize various post- offer monitoring reports such as the three-day report, the final post- offer monitoring report, along with relevant documents/certificates, in consultation with the post-offer BRLM and the Company, to be submitted to the SEBI within the stipulated time.
25. The Company agree to hand over to the Registrar the impression of the common seal (or equivalent thereof) at the time of clearing the art works of pre-printed share certificates (if any) or two sets of common seal of good quality if the Company possesses it.
26. The Registrar shall act as a nodal agency for redressing complaints of investors, including providing guidance to investors regarding approaching the concerned SCSB, or the Designated Intermediary.
27. The Registrar shall extend all necessary support the Company, the Selling Shareholder, the BRLM, and the SCSBs as may be required for the smooth and speedy functioning of the ASBA process.
28. 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 Exchange and SEBI, as applicable.
29. The Registrar and the Company agree that the fees and charges payable to the Registrar for handling the Assignment shall be as specified in **Schedule III** hereunder written, and after deducting all taxes, duties and levies as per applicable law.
30. The Registrar shall provide such information and data as required by the BRLM with intimation to the Company and the Selling Shareholder and provide certificates as may be reasonably requested by the Book Running Lead Manager, including at the stage of closure of the Offer, rejection of Bids, etc.
31. the Selling Shareholder and the Company may take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omission etc. In the event, there is any loss incurred by the Company for the acts mentioned herein which acts have been committed by the Registrar. Notwithstanding the forgoing, the Registrar shall indemnify the Company for such loss.
32. In the event of a complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious, sustained, political or industrial disturbance or in any other event caused by *force majeure*, any of the Parties may terminate this Agreement. 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 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 working days' notice to the other Party of its intention to so terminate this Agreement. However, the Registrar shall continue to be responsible for the work till termination of the contract. Additionally, the Company and the Selling Shareholder shall be entitled to terminate this Agreement immediately in the event of (i) a cancellation or suspension of the Registrar's certificate of registration by SEBI, or (ii) in case the SEBI debars the Registrar from carrying on its activities, or (iii) the Registrar is in any way prohibited, either by an order of a competent court or in any other manner, from carrying on registrar and share transfer agent activities. In the event the Company in consultation with the BRLM decides not to proceed with the Offer, this Agreement shall stand terminated, pursuant to a written notice from the Company to the Registrar, and the Registrar would be paid by the Company only to the extent of services rendered by it till such termination in proportion to the number of Equity Shares offered by them in the Offer.
33. In the event the Company and the Selling Shareholder, in consultation with the BRLM 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 may terminate this Agreement with or without cause, upon giving thirty days' notice to the Registrar of its intention to so



terminate the Agreement and the Registrar would be paid only to the extent of services rendered by it until such termination; provided however, that the reasons for such termination shall be disclosed to the Registrar by the Company and the Selling Shareholder in writing.

34. If ever this Agreement is terminated, then it shall be the duty of the Registrar to extend all such support as may be required by the Company or their newly appointed Registrar to the Offer towards taking over duties and responsibilities as the registrar to the offer. Should this Agreement be terminated, the Registrar shall be entitled to only such expenses as are actually incurred till the date of such termination. However, the Registrar shall continue to be responsible for the Assignment till the termination of this Agreement.
35. The Registrar shall redress complaints of all the Bidders including ASBA Bidders within 7 days of receipt of the complaint during the currency of this Agreement and, shall continue to do so during the period it is required to maintain records under the RTA Regulations, and the Company shall extend necessary cooperation to the Registrar for its complying with the said Regulations. The Registrar shall provide a status report of investor complaints and grievances on a fortnightly basis to the Company. Similar status reports should also be provided to the Company as and when required by the Company.
36. The Registrar's responsibility under Agreement will be restricted to the duties of the Registrar as agreed to herein, and the Registrar will not be in any way construed to be an agent of the Company in its any other business in any manner whatsoever.
37. 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 by the Registrar, the Registrar shall ensure that the Registrar, at its own cost, take all measures to rectify such defaults and the Registrar shall be directly responsible to and shall indemnify and keep indemnified the Company, their directors, officers, employees and agents for any liability arising out of such error or failure to deliver the services contemplated in this Agreement. The Company shall be entitled to terminate the Agreement immediately, if the Registrar is unable to rectify such defaults within period of 2 days of receipt of written notice of such breach by the Company. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then they shall within three working days upon being instructed by the Company, transfer all the documents in their possession including shares, to any other registrar/depositary as instructed by the Company.
38. The Registrar shall, at all times, act with due diligence, care and skill while discharging the Assignment. The Registrar shall indemnify and keep indemnified and hold harmless the BRLM and the Company and its directors, officers, employees and successors and their respective agents, affiliates and advisors from and against all suits, claims, actions, losses and demands which may be made or commenced against the Company by any Bidders (including ASBA Bidders) for or holder of the Equity Shares issued or other third party against the Company as a consequence of any act or omission of or any failure or deficiency or error on the part of the Registrar or any of its officers, employees or agents in performing the Assignment and services hereunder. Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified and hold harmless the BRLM and the Company, its directors, officers, employees and agents 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 the Company, its affiliates and each of its directors, officers, employees, agents and successors in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory or regulatory authority or a court of law.
39. The Registrar may have to provide certain information regarding the Bidders including ASBA bidders, as may be required under any legislation or regulation, regarding the applicants 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.
40. The Company will bear expenses for legal action, which have taken for no lapse on the part of the Registrar but for any eventuality which will arise in connection with the Offer.

41. Any notice, communication or documents may be given by personal delivery or registered post. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given if given by personal delivery when so delivered at the address of such Party, if given by registered/speed post on expiration of three working days after the notice etc., shall have been delivered to the post office for onward dispatch.

42. All notices to the parties shall be address as under:

To the Company:

Jindal Supreme (India) Limited

CIN: U27109HR1974PLC007126

Registered office: 9 K.M, O.P Jindal Marg, Hisar Cantt, Hisar - 125006, Haryana, India.

Kind Attn: Abhishek Jindal

Designation: Managing Director

Tel: 016 62236500

E-mail: rajbir@jindalsupreme.com

To the Registrar:

Bigshare Services Private Limited

CIN: U99999MH1994PTC076534

Kind Attn: Mr. Babu Rapheal C

Designation: Dy. General Manager

Address: Office No. S6-2, 6th Floor, Pinnacle Business Park

Next to Ahura Centre, Mahakali Caves Road Andheri (East),

Mumbai - 400 093

Tel: +91 22- 62638200

E-mail: ipo@bigshareonline.com

43. Any change in the above shall be intimated by the Party concerned to the other Party and such change shall be effective five business days thereafter or such later date as may be specified by the Party whose address/contact details are changed.
44. The Parties agree that non-compliance of any of the covenants contained herein by either Party shall be reported to SEBI within seven days by the other Party and shall also be reported to the BRLM immediately.
45. In the event of a breach by any Party, the defaulting Party shall have the right to cure such breach within a period of 10 days of receipt of written notice of such breach by the non-defaulting Party.
46. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) if any dispute, difference or claim arises between the Parties hereto in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within 15 days after commencement of discussions, 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 Company and one jointly by the appointed arbitrators). All proceedings in any such Arbitration shall be conducted under The Arbitration and Conciliation Act, 1996 or any re-enactment thereof and shall be conducted in English. The Arbitration shall take place in Mumbai. The Parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final and binding on the parties.
47. Subject to the above Clause 44, all disputes, if any arising out of the Assignment shall be subject to the courts having jurisdiction in Mumbai. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws rules.
48. The Registrar shall act in accordance with and execute all the instructions communicated to it by the Company and the BRLM.

For VVJ Enterprise Private Limited

SONAM JINDAL
Director

