

49. No Party shall be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Party (provided that such consent shall not be unreasonably withheld or delayed).
50. Unless terminated earlier in accordance with its terms, this Agreement shall be valid until the expiry of one year from the date of closing of the Offer, provided that Clauses 9, 13, 14, 15, 35, 36, 37, 38, 40, 41, 42, 43 and this clause 46 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.
51. If any provision/s of the Agreement is held to be prohibited by or invalid under applicable law or becomes inoperative as a result of change in circumstances such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.
52. The Parties agree and acknowledge that this Agreement constitutes the entire understanding among the Parties hereto and supersedes all prior discussions and agreements, whether oral or written, between any of the Parties relating to the Assignment. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorized officer or representative. The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. The Parties also acknowledge, agree and undertake to amend this Agreement to the extent necessary for complying with any change in law brought into effect after the execution of this Agreement (including any modification resulting from any amendment to the SEBI ICDR Regulations and/or any circular or guidance issued by SEBI thereto).
53. 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.

[Remainder of this page left intentionally blank]

[Signature page follows]

For VVJ Enterprise Private Limited

SOHAM SINGAL
Director



This signature page forms an integral part of the Registrar Agreement entered into by and among the Company, 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 behalf of Jindal Supreme (India) Limited

Authorized Signatory

Name: Abhishek Jindal
Designation: Managing Director



This signature page forms an integral part of the Registrar Agreement entered into by and among the Company, 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 behalf of Selling Shareholder

~~FOR VVJ Enterprise Private Limited~~

Name: Sonam Jindal
Authorized Signatory
VVJ Enterprise Private Limited
Designation: Selling Shareholder

Sonam Jindal
Director

This signature page forms an integral part of the Registrar Agreement entered into by and among 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 behalf of Bigshare Services Private Limited

Authorised Signatory

Name: Mr. Babu Raghav
Designation: Dy. General Manager



SCHEDULE I

CERTIFICATE OF REGISTRATION

निर्गम रजिस्ट्रार और
शेयर अंतरण अभिकर्ता

फॉर्म 8
FORM 8

REGISTRARS TO AN ISSUE
AND
SHARE TRANSFER AGENTS

भारतीय प्रतिभूति और विनियम बोर्ड SECURITIES AND EXCHANGE BOARD OF INDIA

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

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

(विनियम 8)

(Regulation 8)

Regulation 8A

001343

रजिस्ट्रार का प्रमाणपत्र CERTIFICATE OF REGISTRATION

PERMANENT REGISTRATION

I. बोर्ड, भारतीय प्रतिभूति और विनियम अधिनियम, 1992 के अधीन किये गए विधियों और विनियमों के तहत चर्चित उक्त अधिनियम की धारा 12 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए प्रवर्ग-I में निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता/प्रवर्ग-II में निर्गम-रजिस्ट्रार/शेयर अंतरण अभिकर्ता के रूप में

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

**BIGSHARE SERVICES PVT LTD
E/2-3, ANSA INDUSTRIAL ESTATE
SAKI - VIHAR ROAD, SAKINAKA
ANDHERI (E), MUMBAI-400 072**

को नियमों की शर्तों के अधीन रखते हुए और विनियमों के अनुसार क्रियाकलाप करने के लिए, जैसे उक्त विनिर्दिष्ट है, इसके द्वारा रजिस्ट्रार का प्रमाणपत्र देता है।

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

II. निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता का रजिस्ट्रार कोड

II. Registration Code for the registrar to an issue and share transfer agent is **INR000001385**

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

III. जब तक नवीकृत न किया जाए रजिस्ट्रार का प्रमाणपत्र
तक विधिमान्य है।

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

MUMBAI

स्थान Place

APRIL 09, 2013

तारीख Date

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



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

K. SARAVANAN

प्रमाणित हस्ताक्षरकर्ता Authorised Signatory

For VVJ Enterprise Private Limited

SONAM SIMDAL
Director



SCHEDULE II

Allocation of activities pertaining to the Assignment between the Company and the Registrar

I.	Activity	Party Responsible
	PRE- OFFER WORK	
1.	Finalization of the Bankers to the Offer, list of branches (controlling (in case of Anchor Investor) and collecting branches)	Company in consultation with the BRLM
2.	Design of Bid cum Application Form, ASBA 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 BRLM and Registrar
3.	Preparing and issuing detailed instructions on procedure to be followed by the Designated Intermediaries	Registrar in consultation with the BRLM
4.	Arranging dispatch of applications, schedule for listing of applications to the Designated Intermediaries	Company in consultation with the BRLM
5.	Placing of orders for and procuring pre-printed stationery.	Registrar in consultation with the Company
II.	OFFER RELATED WORK	
1.	Expediting dispatch of applications, final certificate from controlling branches of SCSB, Bankers to Offer and obtain the electronic bid data (including ASBA bid data) from the Stock Exchange(s)	Registrar
2.	(a) Collection of applications along with final certificate and schedule pages from controlling branches (b) Collection of Bid cum Application Forms from the Designated Intermediaries (c) Processing all Bid cum Application Forms in respect of the Offer (d) Upon closure of the Offer, collect the Bid file from the Stock Exchanges and validate the DP ID, Client ID and PAN with the depository database and provide a file through the BRLM to the concerned Depository Participant of the error bids which will be considered as invalid	Registrar
3.	Informing Stock Exchange/SEBI and providing necessary certificates to BRLM on closure of the Offer	Company / Registrar
4.	Preparing Underwriter statement in the event of under subscription and seeking extension from Stock Exchange for processing	Registrar/ Company/BRLM
5.	Numbering of applications and bank schedule and batching them for control purposes	Registrar
6.	Transcribing information from documents to magnetic media for computer processing	Registrar
7.	Reconciliation of complied data received from Stock Exchange(s) in respect of details of collection/ blocked amounts received from the Bankers to the Offer and SCSBs	Registrar
8.	Matching the reconciled data with the depository's database for correctness of DP ID, Client ID and PAN quoted in the Bid downloaded from the stock exchanges	Registrar
9.	Reject all the bids in the electronic file which do not get validated for the DP ID/Client ID and/or PAN with the depository database Reconciliation on a regular basis of the data in the Bid registered on the online system of the Stock Exchanges with the bank statement of the Escrow Collection Banks and informing the Company at the earliest in the event of any discrepancy	Registrar
10.	Eliminating invalid Bids and Bids below Offer price	Registrar
11.	Uploading of beneficiary account details to depositories	Registrar
12.	Identify based on the electronic bid file received from the stock	Registrar in consultation

For VVJ Enterprise Private Limited

SONAM JINDAL
Director



	Activity	Party Responsible
	exchanges and the bank schedule data received from SCSBs without reference to the physical forms and/or its enclosures and rejection of applications with technical faults and multiple applications with reference to regulations/ procedures. Registrar and Share Transfer Agent to the Offer to prepare list of technical rejection case including rejected Bids based on mis-match between electronic Bid details and depositories data base. Rejections of applications based on joint discussion between Registrar and Share Transfer Agent to the Offer, Company and BRLM	with the BRLM and Company
13.	Preparation of inverse number for applicable categories	Registrar
14.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the BRLM and the Designated Stock Exchange keeping a proper record of application and monies received from the Bidders and	Registrar
15.	Co-ordinating with, assisting Company for lock-in instructions and to give instructions to the Depositories to carry out lock-in for the pre- Offer share capital/Anchor lock-in and receive confirmation from the Depositories	Registrar
16.	Finalizing basis of allotment after approval of the Designated Stock Exchange	Company in consultation with the BRLM/ Registrar
17.	Preparation of fund transfer schedule based on the approved allotment and Preparation of list of allottees entitled to be allocated equity shares	Registrar
18.	Obtaining certificate from auditors that the Allotment has been made as per Basis of Allotment	Company/Registrar
19.	Once basis of allotment is approved by Designated Stock Exchange, the Registrar shall provide the following details to the Controlling Branches (CB) of each SCSB, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Company's account with in the timelines specified by SEBI: (i) Number of shares to be allotted against each valid ASBA; (ii) Amount to be transferred from relevant bank account to the Company's Account, for each valid ASBA; (iii) The date by which the funds referred in sub-para (ii) above, shall be transferred to the Company's account. (iv) Details of rejected ASBAs, if any, along with the reasons for rejections and details of withdrawn/unsuccessful ASBAs, if any, to enable SCSBs to unblock the respective bank accounts.	Registrar and BRLM
20.	Preparation of reverse list, list of allottees and non-allottees as per the basis of allotment approved by Stock Exchange for applicable categories	Registrar
21.	Preparation of allotment register-cum-return statement, index register, register of members (soft copy)	Registrar
22.	Credit to respective Demat accounts in time as specified in the Red Herring Prospectus and SEBI ICDR Regulations	Registrar
23.	Preparation of list of brokers to whom brokerage is to be paid and providing Syndicate Members' performance	Registrar
24.	Printing of Allotment Advice	Registrar
25.	Scrutiny and processing of applications received from the Designated Intermediaries	Registrar
26.	Printing of distribution schedule for submission to the Stock Exchange	Registrar
27.	Providing pre-printed stationery and advance amount for postage and demat uploading expenses	Company
28.	Submission of the required file to the Refund Banker for payments to be made through the electronic mode for Anchor Investors	Registrar

	Activity	Party Responsible
29.	Preparation of register of members and specimen signature cards (if required)	Registrar
30.	Overprinting of allotment advices and refund orders	Registrar
31.	Mailing of documents by registered post/Speed Post/Ordinary Post	Registrar
32.	Binding of application forms, application schedule and computer outputs	Registrar
33.	Payment of consolidated stamp duty on allotment letters/share certificates issued (if applicable) or procuring and affixing stamp of appropriate value	Company
34.	Dispatch of CANs and Allotment Advice within the timeframe specified in Offer Documents and applicable law	Registrar
35.	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division) if Allotment cannot be made within the stipulated time.	Company/ BRLM
36.	To ensure that the Equity Shares are issued and transferred only to permitted categories of investors	Registrar
37.	Calculation of the commission payable to Designated Intermediaries as per the timelines stipulated in the Offer Documents and SEBI circulars as applicable	Registrar
38.	To ensure that the equity shares are issued and transferred to persons and entities in accordance with the provisions of the RHP and the Prospectus	Registrar/ Company
39.	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
40.	Publishing the allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in all newspapers where the Offer opening/ closing advertisements have appeared earlier	Company in consultation with the BRLM
41.	Providing all the relevant reports for listing, trading of Equity Shares, within the timelines mentioned in the Offer Documents, in consultation with the Company and the BRLM. Providing information for Form FC-GPR / FC-TRS, other forms for filing with Reserve Bank of India / relevant authorities in relation to allotment of shares / receipt of funds from NRIs, FIIs, non-residents etc. Finalizing various post- Offer monitoring reports, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/ Post-Offer BRLM. Co-ordinating with the Stock Exchanges and Company, in consultation with the BRLM, for release of the security deposits provided by the Company to the Stock Exchanges in relation to the Offer.	Registrar

For VVJ Enterprise Private Limited

SOHAM JINJAL
Director



SCHEDULE III

SCHEDULE OF FEES

S.NO	PARTICULARS	FEES (Rs.)
1.	Processing Fee	Rs.0.75 per application, whichever is higher
2.	Validation of Depository Details	
3.	Collection of Final Certificates from the SCSB Banks for both Direct, Syndicate ASBA & UPI applications/bids	
4.	Recon between bid files & amount blocked by ASBA, Syndicate ASBA and UPI Banks	
5.	Technical Rejection	
6.	Basis of Allotment	
7.	Preparation of files to ASBA, Syndicate ASBA and UPI banks for blocking/ unblocking of investors account	
8.	Lodging Corporate Action documents with both depositories for credit of shares	
9.	Assisting the Company in Listing formalities	
10.	Hosting Investor Allotment / non allotment information on BSPL Website	
11.	Out-of-pocket Expenses	As Per Schedule A
12.	Allotment Intimation by Email	Rs. 0.50
13.	SMS intimation as per latest SEBI circular, April 2022 (Rs.0.30 per 150 characters (i.e. 1 record will form of 3 messages))	Rs. 0.90
13.	Handling and Servicing of Pre and Post-Offer Investors' Queries, either In Person, on Phone, Written Communication, by E-mail, Fax, etc. for a period of 3 months from the closure of Offer if the folios are less than 35,000	15,000/- Per Month

NOTE:

- a) Company and the Selling Shareholder will arrange for its own Insurance Policy.

SCHEDULE A: Charges below will be based on Actuals

- Postal rates at current rates are:
For allotment intimation through Inland Letter @ Rs 6.00 per article, which includes overprinting cost, paper cost, Mailer and Labour cost.
- Travel/Conveyance/Courier/Telecommunication/ Stationery/Consumable expenses/ NSDL & CDSL charges towards download of demographical details of applicants, Corporate action of Lock in, Credit of Shares, DP charges for Escrow account for OFS and Audit Fees (if applicable), etc. will be paid directly to respective entities by the Issuer.

B. Payment Terms

- An amount of Rs. 50,000/- should be paid to the Registrar as advance after signing of this Agreement.
- The balance fees and reimbursable expenses in addition to the amount payable towards postage and stamp duty, after deducting the advance paid at the time of appointment, immediately after approval of Basis of Allotment by the Designated Stock Exchange.

The above payments would be made based on the estimated budget given by the Registrar to the Company and final bills submitted by the Registrar.

For VVJ Enterprise Private Limited

Souam Singh
Director

