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Name : NASIR SIDDIQI
Licence Number : 266
Signature :

Certificate No.	:	IN-UP50896559983806X
Certificate Issued Date	:	16-Jan-2025 05:07 PM
Account Reference	:	NEWIMPACC (SV)/ up14071504/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference	:	SUBIN-UPUP14071504986072663414 61X
Purchased by	:	JAYTEE ALLOYS AND COMPONENTS LTD
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	
First Party	:	JAYTEE ALLOYS AND COMPONENTS LTD
Second Party	:	BIGSHARE SERVICES PVT LTD
Stamp Duty Paid By	:	JAYTEE ALLOYS AND COMPONENTS LTD
Stamp Duty Amount(Rs.)	:	700 (Seven Hundred only)

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REGISTRAR TO THE ISSUE AGREEMENT

FOR INITIAL PUBLIC ISSUE OF JAYTEE ALLOYS & COMPONENTS LIMITED

DATED JANUARY 24, 2025

BETWEEN

JAYTEE ALLOYS & COMPONENTS LIMITED

(Issuer Company)

AND

BIGSHARE SERVICES PRIVATE LIMITED

(Registrar and Transfer Agent)

THIS REGISTRAR AND TRANSFER AGENT AGREEMENT (THE "AGREEMENT") IS MADE AT GHAZIABAD ON JANUARY 24, 2025 BY AND AMONG:

1) **BIGSHARE SERVICES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its Registered Office at S6-2, 6th Floor, Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri (East) Mumbai – 400093, Maharashtra India. (hereinafter referred to as **"the Registrar"/ "Registrar to the Issue"**), 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 **First Part;**

AND

2) **JAYTEE ALLOYS & COMPONENTS LIMITED,** a public limited company within the meaning of the Companies Act 2013, having CIN No. U24203UP2024PLC202623 and having its Registered office at A33/11, Site-4, Sahibabad, Ghaziabad, Uttar Pradesh, India, 201010 (hereinafter referred to as **"the Company"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its Successors and permitted assigns), of the **SECOND PART;**

In this Agreement (The Company and the Registrar are hereinafter collectively referred to as the "**Parties**" and individually as "**Party**").

WHEREAS

1. The Company proposes to undertake an initial public offering of equity shares of face value of ₹ 10 each of the Company, (the "**Equity Shares**") through fresh issuance of Equity Shares (the "**Issue**") in accordance with the Companies Act, 2013, and the rules made thereunder, each as amended ("**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**SEBI ICDR Regulations**"), and other Applicable Laws, at such price as may be determined through the book building process as described in Schedule XIII of the SEBI ICDR Regulations and agreed to by the Company in consultation with the BRLM (defined below) to the Issue (the "**Issue Price**"). The Issue will be made within India, to Indian institutional, non-institutional and retail investors in compliance with Chapter IX of the SEBI ICDR Regulations and other Applicable Laws. The Issue may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the BRLM, on a discretionary basis, in accordance with Chapter IX of the SEBI ICDR Regulations. The Company may, in consultation with the BRLM, undertake a further issue of specified securities through a private placement, preferential issue or any other method as may be permitted under Applicable Laws to any person(s), at its discretion, prior to filing of the Red Herring Prospectus with the RoC ("**Pre-IPO Placement**").

2. The issue is being made in accordance with Chapter IX of the SEBI ICDR Regulations as amended, applicable for the issue of specified securities by Small and Medium Enterprises (**"SMEs"**).

3. The Board of Directors of the Company (the **"Board"**) has, pursuant to a board resolution dated December 18, 2024 authorized the issue and the shareholders of the Company has approved the issue by way of a special resolution adopted, pursuant section 23 of the Companies Act, 2013 at the Extra-ordinary General Meeting of the shareholders of the Company held on December 23, 2024.

4. The Company has appointed Mefcom Capital Markets Limited, as Book Running Lead Manager to manage the Issue as the (**"BRLM"**) on an exclusive basis. The BRLM has accepted the mandate in accordance with the terms and conditions of its mandate letter dated November 11, 2024, subject to the terms and conditions set out therein.

5. The Company has approached the Registrar to act as the Registrar and Share Transfer Agent to the Issue in accordance with the terms and conditions detailed in this Agreement and in the manner as required under Applicable Laws including as prescribed by the Securities and Exchange Board of India ("**SEBI**"), as empowered under the Securities and Exchange Board of India Act, 1992 (the "**SEBI Act**").

6. The Registrar is an entity registered with the SEBI under the Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993 (the "**SEBI RTA Regulations**") and has a valid and subsisting Registration No. INR000001385 to act as a Registrar and Share Transfer Agent to the Issue (the activities pertaining to the Registrar are hereinafter collectively referred to as the "**Assignment**"), and the Registrar has accepted the Assignment as per the terms and conditions detailed in this Agreement. The Board



of Directors of the Company, by resolution dated November 04, 2024 approved the appointment of Bigshare Services Private Limited as the Registrar to the Issue.

7. In terms of Regulation 9A (1) (b) of the SEBI RTA Regulations and Paragraph 3.5 of the SEBI RTA Master Circular, the Registrar is required to enter into a valid agreement with the Company for the Assignment *inter alia* to define the allocation of duties and responsibilities between the Registrar, the Company. Accordingly, the Parties have agreed to enter into the Agreement.

8. SEBI by its circular (CIR/CFD/14/2012) dated October 4, 2012 and circular (CIR/CFD/POLICYCELL/11/2015) dated November 10, 2015 read along with the clarification circular No. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016 has made it mandatory for all bidders (except anchor investors) to make use of the facility of applications supported by blocked amount ("**ASBA**") for making applications for public/rights issues. Further, the above-mentioned circulars provide a mechanism to enable the Syndicate and sub-Syndicate members to procure Bid cum Application Forms submitted under the ASBA process from prospective bidders. SEBI by its circular (CIR/CFD/DIL/1/2016) dated January 1, 2016, has revised the contents of the bid cum application form and the manner of disclosure considering the amendments introduced by the aforementioned circulars.

9. The SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019 SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, read along with SEBI RTA Master Circular, SEBI circular no. CFD/DIL2/CIR/P/2018/22 dated February 15, 2018, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022, SEBI circular no SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022, SEBI master circular with circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 (to the extent that such circulars pertain to the UPI Mechanism), SEBI master circular with circular no. SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023, SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023, and any subsequent circulars or notifications issued by SEBI in this regard, along with the circulars issued by the SME Stock Exchange in this regard, including the circular issued by the NSE having reference no. 25/2022 dated August 3, 2022, and the circular issued by BSE having reference no. 20220803 -40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI in this regard (collectively, the "**UPI Circulars**"), and any other Applicable Laws. 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, BSE or NSE shall be deemed to be incorporated in this Agreement. Accordingly, to the extent the obligations of any of the Parties contained in this Agreement are contrary to the UPI Circulars, the UPI Circulars shall prevail.

10. And, any subsequent circulars or notifications issued by SEBI to introduce the use of Unified Payments Interface (UPI) as a payment mechanism with ASBA for application in public issues by Retail Individual Investors through (Syndicate members, Registered Stock Brokers, Registrar and Transfer agent and Depository Participants)

11. Forms submitted under the ASBA process from prospective investors. SEBI by its circular (CIR/CFD/DIL/1/2016) dated January 01, 2016, has revised the contents of the application form and the manner of disclosure considering the amendments introduced by the aforementioned circulars.

NOW THEREFORE the Parties do hereby agree as follows:

1. Interpretation & Definitions:

1.1 All capitalized terms used in the Agreement but not specifically defined herein shall have the meaning as ascribed to such terms in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus to be filed by the Company with the Emerge platform of NSE, the Registrar of Companies and SEBI, as may be applicable.

Bigshare Services Private Limited Mumbai

1.2 In this Agreement, unless the context otherwise requires:

a. words denoting the singular number shall include the plural and *vice versa*;

b. words denoting a person shall include an individual, corporation, company, partnership, trust or other entity having legal capacity;

c. heading and bold type face are only for convenience and shall be ignored for purposes of interpretation;

d. reference to the word "include" or "including" shall be construed without limitation;

e. reference to this Agreement or to any other agreement, deed or other instrument shall be construed as reference to such agreement, deed, or other instrument as may, from time to time, be amended, varied, supplemented or noted or any replacement or novation thereof;

f. reference to an Article, Clause, Section, Paragraph, Recital, Preamble, Schedule or Annexure is, unless indicated to the contrary, reference to an article, clause, section, paragraph, recital, preamble, schedule or annexure of this Agreement;

g. reference to any statute or statutory provision shall be construed as reference to such statute or provision as, from time to time, amended, modified or reenacted;

h. reference to the word "days" shall mean calendar days; and

i. the Schedules attached hereto form an integral part of this Agreement.

1.3 All rights and obligations of the Company under this Agreement and in relation to the Issue are several and not joint. The Company shall not be responsible for the acts, omissions or defaults of any other Party.

"**Affiliate**" with respect to any Party, means: (i) any other person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such Party, (ii) any other person which is a holding company, subsidiary or associate company or joint venture of such Party, and/or (iii) any other person in which such Party has a "significant influence" or which has "significant influence" over such person, where "significant influence" over a person is the power to participate in the management, financial or operating policy decisions of that person but is less than Control over those policies and that shareholders beneficially holding, directly or indirectly through one or more intermediaries, a 10% or more interest in the voting power of that person are presumed to have a significant influence over that person.

"**Agreement**" means this Registrar Agreement entered into between the Parties.

"**Allotment**", "**Allot**" or "**Allotted**" shall mean the allotment of Equity Shares pursuant to the Issue.

"**Allotment Advice**" means the Note or advice or intimation of Allotment sent to the Bidders who have been or are to be Allotted the Equity Shares after the Basis of Allotment has been approved by the SME Stock Exchange.

"**Applicable Law**" shall mean any applicable law, statute, bye law, regulation, guideline, circular, order, regulatory policy (including any requirement or notice of any regulatory body), listing agreements with the SME Stock Exchange (as hereinafter defined), order of any court or directive, delegated or subordinate legislation in any applicable jurisdiction, inside or outside India.

"**Application Supported by Blocked Amount**" or "**ASBA**" shall mean the application, whether physical or electronic, used by a Bidder to apply for Equity Shares authorising a SCSB to block the Bid Amount in their specified bank account maintained with the SCSB.

"**Basis of Allotment**" shall mean the basis on which Equity Shares will be Allotted to successful Bidders under the Issue and which is described in paragraph titled "*Basis of Allotment*" forming a part of "*Issue Procedure*" of the DRHP, RHP and Prospectus.



"**Bid/Issue Closing Date**" shall mean the date after which the BRLM and registered intermediaries will not accept any applications, and which shall be notified in all editions of English daily newspaper and a Hindi daily newspaper, each with wide circulation.

"**Bid/Issue Opening Date**" shall mean the date on which the BRLM and registered intermediaries shall start accepting applications, and which shall be the date notified in all editions of English daily newspaper and a Hindi daily newspaper each with wide circulation.

"**Board**" shall mean the board of directors of the Company.

"**BRLM**" shall mean Book Running Lead Manager to the Issue

"**Companies Act**" means the Companies Act, 1956 and/or the Companies Act, 2013, as applicable.

"**Companies Act, 1956**" means the Companies Act, 1956, as amended (without reference to the provisions thereof that have ceased to have effect upon the notification of the Notified Sections).

"**Companies Act, 2013**" means the Companies Act, 2013, to the extent in force pursuant to the notification of the Notified Sections.

"**Control**" shall have the meaning attributed to such term under the SEBI ICDR Regulations, read with the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011; and the terms "**Controlling**" and "**Controlled**" shall be construed accordingly.

"**Draft Red Herring Prospectus**" or "**DRHP**" shall mean the draft issue document to be issued in accordance with the SEBI ICDR Regulations, which does not contain complete particulars of the price at which the Equity Shares will be Allotted and the size of the Issue.

"Equity Shares" shall have the same meaning ascribed to in Recital 1.

"**Issue Documents**" shall mean the Draft Red Herring Prospectus, the Red Herring Prospectus, Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, the Bid cum Application Form (including the Abridged Prospectus) and the pricing supplement, including all supplements, corrections, amendments, corrigenda, notices to investors, thereto.

"**Issue Period**" shall mean period between the Issue Opening Date and the Issue Closing Date inclusive of both days, during which Bidders can submit their applications, including any revisions thereof.

"Issue Price" shall mean the price at which the Equity Shares are allotted to successful Bidders and such price shall be determined by the Company in consultation with the BRLM.

"NSE Emerge" shall mean the Emerge platform of NSE.

"**Offered Shares**" shall have the same meaning ascribed to in Recital 1;

"**Price Band**" The Price Band and the minimum Bid Lot size for the Issue will be decided by our Company in consultation with the BRLM and will be advertised, at least two Working Days prior to the Bid/ Issue Opening Date, in (i) all edition of English National newspaper, (ii) all editions of Hindi National newspaper, each with wide circulation. Such advertisement will also disclose the relevant financial ratios calculated at the Floor Price and the Cap Price and will also be available on the websites of the SME Stock Exchange.

"**Promoters**" shall mean the promoters of the Company, namely, Mr. Naman Jain and Mr. Ashok Kumar Jain.

"**Promoter Group**" shall mean the persons and entities constituting the promoter group of the Company in terms of Regulation 2(1) (pp) of the SEBI ICDR Regulations and disclosed in the Draft Red Herring Prospectus and proposed to be disclosed in the Red Herring Prospectus and the Prospectus.

"**Prospectus**" shall mean the offer document to be registered with the RoC after the Pricing Date in accordance with Section 26 and Section 32 of the Companies Act, 2013, and the provisions of the SEBI ICDR Regulations containing,

Bigshare Services Private Limited ★ Mumbai

inter alia, the Issue Price that is determined at the end of the Book Building Process, the size of the Issue and certain other information.

"**Public Issue Account**" means an account opened with the Bankers to the Issue by our Company under Section 40 of the Companies Act, 2013 to receive monies from the Escrow Account(s) the Designated Date and to which the funds shall be transferred by the SCSBs from the ASBA Accounts.

"**Red Herring Prospectus**" or "**RHP**" shall mean the offer document to be issued in accordance with Section 32 of the Companies Act, 2013 and the provisions of the SEBI ICDR_Regulations, which will not have complete particulars of the price at which the Equity Shares will be issued and the size of the Issue. The Red Herring Prospectus will be registered with the RoC at least three days before the Bid/ Issue Opening Date and will become the Prospectus upon registering with the RoC after the Pricing Date.

"**SEBI RTA Master Circular**" shall mean SEBI master circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023

"**SME Stock Exchange**" shall mean the Emerge platform of the National Stock Exchange of India Limited (NSE)

"**SEBI ICDR Regulations**" shall mean Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time

"**U.S. Securities Act**" the United States Securities Act of 1933.

"**Working Day**" shall mean all days, other than 2nd or 4th Saturday of the month, Sunday or a public holiday, on which commercial banks in India are open for business, provided however, with reference to (a) announcement of Price Band; and (b) Bid/ Offer Period, "Working Days" shall mean all days excluding Saturdays, Sundays and public holidays, which are working days for commercial banks in India are open for business

1 The Company hereby appoints Bigshare Services Private Limited as Registrar to the Issue in accordance with the terms and conditions detailed in this Agreement and in the manner as required under the various rules, regulations and notifications, as applicable and notified by the Securities and Exchange Board of India (SEBI) as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended (the "**SEBI Act**"). and the Registrar accepts such appointment. The Registrar's responsibility under Agreement shall be as set out herein, and the Registrar shall not be construed to be an agent of the Company, in any other manner whatsoever. For avoidance of doubt, it is clarified that this Agreement does not in any way bind the Company to appoint Bigshare Services Private Limited as the Registrar and Share Transfer Agent ("**RTA**") of the Company. The Company has the absolute right to appoint any other agency as its RTA. In the event of appointment of any agency other than Bigshare Services Private Limited or its associates as RTA, the Registrar shall transfer/part with any and all data pertaining to the investors in the Issue or Equity Shareholders available to it by virtue of being the Registrar to the Issue in a format compatible to the RTA appointed by the Company, without any additional charges.

2 The Registrar represents, warrants, declares and undertakes that:

(a) This Agreement has been duly authorized, executed and delivered by it, and constitutes a valid and legally binding obligation of the Registrar, enforceable against it in accordance with the terms hereof. The execution and delivery of this Agreement, and its performance of its obligations hereunder by it, would not conflict with or constitute breach of any Applicable Laws, any judgment, order or decree of any competent court or regulator, or any agreement, deed or undertaking entered into by it.

(b) It has obtained a certificate of registration dated April 9, 2013, bearing Registration No. INR000001385 from SEBI, which is valid as on the date of this Agreement (the "**Certificate**"), attached as **Schedule III** hereto. Further, it is a 'fit and proper person' as per the criteria specified in the SEBI (Criteria for Fit and Proper Person) Regulations, 2004 and Schedule II of the SEBI (Intermediaries) Regulations, 2008. It is not an associate of the Company as mentioned under the SEBI RTA Regulations.

(c) It shall keep and maintain the books of accounts and documents specified in Regulation 14 and Regulation 15 of the RTA Regulations, in respect of the 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 Issue, or any such period prescribed under Applicable Laws from time to time.

Bigshare Services Private Limited Mumbai

(d) It has a clean track record and no penalty has been imposed on it by SEBI in the past. It has not violated any of the conditions subject to which its SEBI registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI or any other statutory, regulatory, judicial, quasi-judicial governmental, administrative or supervisory authority or court/tribunal and that it is not debarred or suspended by any such authority from carrying on its activities as a registrar to the Issue, 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 and the Book Running Lead Manager of such orders in writing and cooperate at no additional costs to accordingly establish alternate arrangements as may be necessary for carrying out the Assignment and to complete the Issue as per the mandated regulatory timelines, as specified by the BRLM in consultation with the Company. 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"**) and/or (ii) the Book Running Lead Manager and/or its affiliates and each of its partners, promoters, directors, management, representatives, officers, agents, employees, associates, advisors, successors, intermediaries and authorized agents or other persons acting on its behalf and permitted assigns and/or any person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with such indemnified persons within the meaning of the SEBI ICDR Regulations read with the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, Section 15 of the U.S. Securities Act or Section 20 of the U.S. Securities Exchange Act, 1934 (individually, a **"BRLM Indemnified Party"** and collectively, the "**BRLMs' Indemnified Parties**"), incur any loss due to such inability of the Registrar to carry on the Assignment, the Registrar shall indemnify the Company Indemnified Parties and the BRLMs' Indemnified Parties, severally and not jointly as applicable, in accordance with the terms of this Agreement and the Letter of Indemnity (as defined below), as applicable..

(e) It has not violated any of the conditions subject to which the Certificate has been granted and no disciplinary or other proceedings have been commenced by SEBI and it is not debarred or suspended from carrying on its activities as a Registrar, including this Assignment. It shall ensure that the Certificate remains in force, including by taking prompt steps for its renewal, when due.

(f) It has connectivity with the depositories, namely the National Securities Depository Limited ("**NSDL**") and the Central Depositories Services (India) Limited ("**CDSL**"), and the required infrastructure, facilities, personnel, capacity, capability, back up data maintenance and disaster recovery system and net worth, as stipulated in the SEBI RTA Regulations, to honor its obligations and liabilities under this Agreement. It shall have a dedicated separate team of personnel handling post- Issue correspondence. It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignment indicated herein and that due care, diligence and caution shall be taken and endeavor to ensure that there are no errors in the Assignment to be performed by the Registrar.

(g) It shall perform and fulfill the Assignment, as described herein (including cooperation and compliance with any instructions the Company or the BRLM may issue in terms hereof), and provide such other functions, duties, obligations and services as required by applicable law (including as prescribed by SEBI and the SME Stock Exchange and, specifically, the code of conduct specified in Schedule III of the SEBI RTA Regulations and the timelines prescribed by SEBI) in respect of the Issue, in an ethical, diligent, professional and timely manner, and with the highest standards of integrity, fairness, accuracy, due diligence, care and skill. It shall not take up any activities in conflict with the interests of the Company, the BRLM or the Company's shareholders or the investors in the Issue, or in violation of Applicable Laws and procedure notified by SEBI and the SME Stock Exchange. It shall make adequate prior disclosure to the Company, and the BRLM of any potential areas of conflict of interest or duties likely to impair its ability to render fair, objective and unbiased services under this Agreement. It shall ensure that the Demographic Details provided by Bidders in the Bid cum Application Forms shall not be used by it for any purpose other than in relation to the Issue.

(h) It is not an associate and shall not be deemed to be an associate of the Company for the purposes of the SEBI RTA Regulations

(i) There are no show cause notices received by it or there are no pending investigations or inquiries against it or other circumstances, the outcome of which may affect the Registrar's ability to perform the Assignment, and/or its duties or obligations under this Agreement to the satisfaction of the Company. It shall make adequate disclosure in writing to the Company and the BRLMs of any existing and/or

Bigshare Services Private Limited ★ Mumbai

potential areas of conflict of interest and duties which is likely to impair its ability to render fair, objective and unbiased service in relation to the Assignment. It shall cooperate and comply with any instructions the Company and the BRLMs may provide in respect of the Issue, provided that the Company and BRLMs do not give any instructions which are in violation of any applicable rules and regulations. It shall immediately notify the Company, and the BRLMs of any delay or errors committed while completing any formalities and shall indemnify the Company, and/or each of the BRLMs' Indemnified Parties for any losses caused due to such errors or delays.

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

(k) 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.

(l) It has formulated and implemented a comprehensive policy framework, approved by its board of directors and it is compliant with the SEBI RTA Master Circular and has implemented all systems and policies required in such circulars.

(m) It has connectivity with the depositories, namely the National Securities Depository Limited ("**NSDL**") and Central Depository Services (India) Limited ("**CDSL**", and together with NSDL, the "**Depositories**").

(n) It undertakes that the Demographic Details given by the Bidders in the Bid cum Application Form will not be used by it for any purpose other than in relation to the Issue.

(o) It has duly appointed an officer who shall be responsible for monitoring the compliance with the SEBI Act and other rules and regulations, notifications, guidelines, instructions, etc. issued by SEBI or the Central Government and for redressal of investor grievances, in accordance with Regulation 15A of the RTA Regulations, SEBI RTA Master Circular and other applicable provisions of the RTA Regulations.

(p) There are no show cause notices received by it or there are no pending investigations against it, the outcome of which may affect the Registrar's ability to perform its duties and obligations under this Agreement.

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

(r) It shall immediately notify the Company and the BRLM of any expected delay in completion of any of formalities or obligations under this Agreement, or any unavoidable delay or errors committed while completing any such formalities or obligations

(s) It is in compliance with the requirements of the SEBI RTA Master Circular.

3 The Company hereby declares that it has complied, and agrees to comply, with all Applicable Laws and prescribed procedures and formalities to enable it to make the Issue. The Company shall extend necessary cooperation to the Registrar on the Fresh Issue. If the Registrar receives any instructions under this Agreement, which are not in conformity with Applicable Laws, the Registrar shall immediately notify the Company in writing, pursuant to which the Company, respectively, shall be free to withdraw, modify or clarify such instructions. The Registrar shall cooperate and comply with any instructions that the Company and the BRLM may provide in respect of the Issue as required in connection with the Issue, provided that they do not give any instructions which are in violation of any Applicable Laws



4 The Parties agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in this Agreement and **Schedule I** hereto, which functions, duties and obligations are inclusive and not exhaustive. The Parties may include further activities agreed mutually but all the activities pertaining to the Assignment shall be listed and agreed between the Parties. The Registrar agrees to undertake all the obligations and responsibilities as Registrar to the Issue specified herein as well as in the underwriting agreement, escrow agreement and the syndicate agreement, the DRHP, the RHP and the Prospectus (collectively, the "**Issue Documents**") insofar as it is not contrary to Applicable Laws. The Registrar consents to the inclusion of its name as the Registrar to the Issue in the Issue Documents and all such other documents as are required for the Issue, and to provide a formal consent letter in the form and manner prescribed under Applicable Laws and as requested by the Company.

5 Without prejudice to the above, the Registrar's Assignment shall include without limitation, the following activities:

a) liaising with the Depositories on behalf of the Company for obtaining the International Securities Identification Number ("**ISIN**") and for finalizing the tripartite agreements to be entered into with the Depositories, if applicable;

b) liaising with the Company for dematerialization of its Equity Shares held by its existing shareholders including the Promoters and the Promoter Group, prior to filing of the DRHP;

c) reviewing the sections related to the Issue procedure in the DRHP, the RHP and the Prospectus and offering its comments;

d) providing detailed instructions to the Banker's to the Issue (including in relation to Bids by Anchor Investors) and Designated Intermediaries, as applicable, including the format and timeline of receipt of information;

e) intimating the amount of processing fees payable to SCSBs and brokerage and selling commission for Registered Brokers, RTAs and DPs;

f) intimating the Members of the Syndicate, sub-syndicate/agents, SCSBs, Registered Brokers, Brokers, Collecting Depositary Participants and RTAs, who are authorized to collect Application Forms from the applicants, in relation to the Issue (the "**Designated Intermediaries**") before opening of the Issue, the Bid/ Issue Opening Date and Bid/ Issue Closing Date and time, including details of Price Band, Floor Price, Bid/ Issue Period, if any;

g) receiving and providing inputs to the Company for designing and printing the Bid cum Application Forms;

h) collecting, within the timelines prescribed by SEBI and as specified by the Company and the BRLM:

(i) Bid cum Application Forms from various centers of the Bankers to the Issue and Designated Intermediaries;

(ii) electronic bid data (including ASBA data) from the SME Stock Exchange;

(iii) aggregate data in relation to the total number of Bids uploaded by the Designated Intermediaries and the total number of Equity Shares and the total amount blocked against the uploaded Bids, from each Designated Intermediary;

(iv) the physical Bid cum Application Forms from the Designated Intermediaries; and

(v) PAN, DP ID and Client ID details of valid beneficiary accounts from the Depositories;

in each case, in accordance with the instructions of the Company and the BRLM and reporting any disruptions/ delay in the flow of Bid cum Application Forms from the Banker's to the Issue and the SCSBs to the Company, and the Registrar shall take all necessary steps to avoid any delay in order for the process to be completed within the applicable timelines;

i) processing all Bids along with Bank Schedules received from the Designated Intermediaries in respect of the Issue and the electronic Bid file received from the SME Stock Exchange in respect of the Issue;



j) advising the Designated Intermediaries through the SME Stock Exchange of mismatches, if any, that may warrant a correction of Bid data;

k) where the Registrar requires to liaise with third parties for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within prescribed timelines so that there is no delay in completing the Assignment within the prescribed timelines;

l) preparing a physical book on the basis of Bids received from Anchor Investor and delivering it to the Company and the BRLM;

m) during the Issue Period, collecting the Bid file on a daily basis from SME Stock Exchange/BRLM of ASBA Forms for a value of not more than Rs. 2,00,000 and validating the DP ID, Client ID and PAN with the Depositories' database and providing a file to the SCSBs, which shall carry out blocking of funds on a daily basis;

n) delivering the final Bid file received from the SME Stock Exchange containing the Bid cum Application Form numbers and the Bid Amount to all the SCSBs, which shall use it for validation/ reconciliation at their end;

o) reconciling the compiled data received from the SME Stock Exchange and all SCSBs with the Depositories' database, for correctness of DP ID, Client ID and PAN;

p) informing the Designated Intermediaries of any errors in the Bid details, along with advice to send the rectified data within a specified date;

q) forwarding the exception report to the SME Stock Exchange for dissemination to the Syndicate Members no later than one Working Day from the Bid/ Issue Closing Date;

r) rejecting duplicate copies of any Bid cum Application Form (i.e., Bids bearing the same unique identification number);

s) coordinating with the Designated Intermediaries for submission of provisional and final certificates, after taking into account rectifications, if any, and reconciling any data mismatches with each of the Designated Intermediaries;

t) obtaining the demographic details of the Bidders (including PAN and MICR code) from the Depositories, checking this data with the Bid file and highlighting any discrepancies; if PAN is missing, checking whether the Bidder falls under any exempt category;

u) rejecting 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 SME Stock Exchange by the Designated Intermediaries do not match with the DP ID, Client ID and PAN available in the Depositories' database and have not been rectified by the SCSB(s) within the specified date;

v) matching and validating the DP ID, Client ID and PAN in the Depositories' database vis-à-vis the electronic Bid file obtained from the SME Stock Exchange and providing a file of the error Bids, which will be considered as invalid, to the BRLM;

w) entering accurate data based on physical Bid cum Application Forms for the preparation of the Designated Intermediary performance report for resolution of investor grievances;

x) reconciling the electronic data collected from the SME Stock Exchange and the data collected from the Designated Intermediaries with the details of blocked amount received from the SCSBs;

y) following and completing all processes in relation to the Issue Documents;



z) keeping a proper record of the Bid cum Applications Forms and monies received from the Bidders blockedin the ASBA Accounts of the respective ASBA Bidders;

aa) complete validation of beneficiary account details;

bb) preparing a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Bidders and Retail Individual Bidders, indicating the technical reasons for rejection of such Bids;

cc) ensuring that any SCSBs applying through ASBA shall apply in the Issue through a separate account opened with another SCSB, it being clarified that the failure of an SCSB to apply through another SCSB shall be rejected on technical grounds;

dd) preparing the complete list of valid Bids (after all rejections, including rejections on technical grounds), and presenting such list category-wise;

ee) validating 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 circulars, CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, CIR/CFD/DIL/3/2010 dated April 22, 2010, CIR/CFD/DIL/1/2011 dated April 29, 2011 and CIR/CFD/14/2012 dated October 4, 2012 on the basis of which the Basis of Allotment will be finalized;

ff) weeding out Bid cum Application Forms with technical errors, multiple applications or those that are liable for rejection in accordance with the RHP and as per the directions of SEBI and the SME Stock Exchange, it being understood that the technical rejection list will be prepared based on electronic Bid files received from the SME Stock Exchange without reference to the physical Bid cum Application Forms or their enclosures;

gg) identifying inactive Demat accounts, if any, well in advance for effective lock-in in accordance with the SEBI ICDR Regulations;

hh) carryingout due procedures in relation to accurately identifying and rejecting multiple applications as provided in the Issue Documents;

ii) providing correct data in time to enable the Company and the BRLM to determine and finalize the basis of allocation and/or the Basis of Allotment in consultation with the SME Stock Exchange for timely approval of the Basis of Allotment, and finalizing the list of persons entitled to allotment of the Equity Shares;

jj) keeping accurately, at all times, the electronic records relating to ASBAs received from the Designated Intermediaries, including:

(i) bids taken from the online IPO system of the SME Stock Exchange and Bids furnished by the Designated Intermediaries;

(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 Public Issue Account, in accordance with the terms of this Agreement, the Issue Documents and Applicable Laws; and

(iv) particulars relating too rejected/withdrawn/unsuccessful ASBAs.

kk) acting on the details of the Bids submitted by the ASBA bidders which have been withdrawn before finalization of the Basis of Allotment to the SME Stock Exchange after the Bid/ Issue Closing Date;

ll) immediately informing the Company and the BRLM of any requests for withdrawals after the Bid/ Issue Closing Date from Retail Individual Bidders and deleting the details of the Bids submitted by such Bidders (including ASBA Bidders) which have been withdrawn during preparation of Basis of Allotment;

mm) assisting in seeking approval of the Basis of Allotment from the SME Stock Exchange as per Applicable Laws and the Issue Documents, along with the BRLM and the Company;



nn) post approval of the Basis of Allotment by the SME Stock Exchange, preparing the list of Allottees entitled to receive Equity Shares and prepare the Allotment Advice/CANs in consultation with the Company and the BRLM;

oo) preparing the fund transfer schedule along with reconciliation of total funds received, amount proposed to be transferred, in each case duly certified by the Registrar, and on finalization of the Basis of Allotment, to provide the following details to the controlling branches of each SCSB, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Issue Account within the timelines specified in the ASBA process:

(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 bank account to the Public Issue Account for each valid Bid and the date by which such amounts are to be transferred and ensuring that the amounts have been transferred to the Public Issue Account as per the timeline mentioned while giving instructions to SCSB; and
(iii) details of rejected Bids, if any, along with reasons for rejection and details of withdrawn/unsuccessful Bid cum Application Forms, if any, to enable the SCSBs to unblock the relevant ASBA Accounts;

pp) in accordance with Applicable Laws, ensuring that timely instructions are given to SCSBs to unblock the monies blocked for the Bids (of part thereof), which are unsuccessful, rejected and/or withdrawn;

qq) initiating corporate action for credit of Equity Shares to Allottees and ensuring that correct credit to the Allottees' Demat accounts is made in the prescribed time and manner;

rr) receiving confirmation of credit of Equity Shares to the Demat accounts of the Allottees from each of the Depositories and submit such details to the SME Stock Exchange and file, along with the Company, the Allotment details with the SME Stock Exchange and confirm all formalities are completed;

ss) ensuring that Allotment made is correct and timely uploading of the correct file in the depository system is made;

tt) initiating corporate action to Allot Equity Shares to the successful Bidders, including by transfer from the Share Escrow Account, after the approval of Allotment of Equity Shares by the Board of Directors;

uu) coordinating with the concerned Depositories and ensuring that the number of Equity Shares Allotted to each category of Bidders is correct in all respects;

vv) dispatch of CAN/Allotment Advice/un-blocking instructions and credit of Equity Shares to the Allottees' Demat accounts within the time frame indicated in the Issue Documents subject to certain cases kept in abeyance in consultation with the Company/BRLM.

ww) as per the instructions of the BRLM, moving funds from the Public Issue Account to the Company in accordance with the Issue Documents;

xx) Coordinating with Refund Banks for dispatch of refunds whenever the refund send through electronic modes have bounced and maintaining proper records of such refunds;

yy) providing all relevant statements/reports for finalization of Basis of Allotment, listing and trading, post- Issue monitoring reports etc. within the timelines mentioned in the Issue Documents, in consultation with the Company and the BRLM;

zz) capturing data from the electronic Bid data files for payment of brokerage and commission, preparing the schedule of brokerage and commission payable to the Designated Intermediaries, based on the terminals from which the Bids considered eligible for Allotment were uploaded, and ensuring the dispatch of such schedules and statements within two Working Days of the finalization of the Basis of Allotment;

aaa) consolidating the list of subscriptions received through the Underwriters to the Issue and evaluating their performance,



bbb) ensuring compliance with Applicable Laws, including, without limitation, SEBI Circular No. CIR/CFD/DIL/3/2010 dated April 22, 2010, SEBI Circular No. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012; SEBI Circular No. CIR/CFD/DIL/4/2013 dated January 23, 2013, SEBI Circular No. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, SEBI Circular No. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016 by SEBI, and any other directions and clarifications issued by SEBI from time to time, in this regard;

ccc) ensuring that all steps for completion of the necessary formalities for listing and commencement of trading at all the SME Stock Exchange where the Equity Shares are proposed to be listed, are taken within five Working Days of the date of closure of the Issue, to allow the Company to obtain listing and trading approval within the prescribed time;

ddd) finalizing various post- Issue monitoring reports such as the final Issue monitoring report, along with relevant documents/certificates to be submitted to SEBI within the stipulated time, in consultation with the BRLM and the Company;

eee) providing data to allow the Company to publish the Allotment advertisement within the prescribed time;

fff) settling investor complaints and grievances in a timely manner in accordance with Applicable Laws and as required by SEBI and the SME Stock Exchange, providing regular requisite reports thereof to the Company, and maintaining a complete and accurate record of any grievances received and dealt with under the investor grievance mechanism, for a period of at least three years thereafter;

ggg) assisting the Company in providing necessary reports/information and complying with formalities relating to release of security deposit to be placed by the Company with SME Stock Exchange;

hhh) providing assistance to the Company and the BRLM in all other work incidental to or connected with processing of electronic Bids, Allotment/investor services/listing permission/ trading permission/ connectivity with the Depositories;

iii) To comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company and the BRLM.

jjj) providing in an accurate and timely manner all information to be provided by it under this Agreement, including providing the BRLM and the Company with detailed data to understand the share of commissions between the BRLM and the Registered Brokers and to calculate the commission payable to the Registered Brokers, SCSBs, SEBI registered RTAs, DPs authorized to accept Bids as per information provided on the websites of the SME Stock Exchange;

kkk) providing weekly reports to the Company and the BRLM on the (i) status of Equity Shares held in the Demat share escrow account, (ii) status of pending investor complaints in the form required by the Company the BRLM; and

lll) the time of the finalization of Basis of Allotment, obtain validation from the Depositories for FPIs who have invested in the Issue to ensure there is no breach of investment limit and to use PAN issued by Income Tax Department of India to check compliance for the SEBI RTA Master Circular for a single FPI.

mmm) in case of failure of the Issue, giving appropriate instructions, to the SCSBs to unblock relevant ASBA Accounts.

nnn) To assist the BRLMs to make the requisite submissions to regulators in relation to the Issue, if any.

ooo) It shall send SMS's 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.

6 In connection with the Issue, the Registrar shall maintain accurately and with reasonable care, without limitation, the following records for a minimum period of three years from the date of listing and commencement of trading of

Bigshare Services Private Limited Mumbai

the Equity Shares, subject to agreement with the Company. The Registrar shall provide the Company or any of their assigns any report that is required by them using the records specified below in a timely manner:

(a) all Bid cum Application Forms received from Bidders in relation to the Issue and final Bid file received from the SME Stock Exchange and data received from Banker's to the Issue including but not limited to the Bank Schedule, Final Certificate and schedule relating to the amount blocked by SCSBs in the ASBA Account;

(b) final Bid file received from the SME Stock Exchange;

(c) all the electronic records obtained, received from all Designated Intermediaries, including Bids taken from the online bidding system of the SME Stock Exchange and the Designated Intermediaries;

(d) particulars relating to rejected Bids in the electronic file which did not get validated for the DP ID, Client ID or PAN with the Depositories' database;

(e) demographic data of the Bidders obtained from the Depositories;

(f) Basis of Allotment of Equity Shares to the Bidders as finalized by the Company in consultation with the SME Stock Exchange, along with relevant annexures and details;

(g) terms and conditions of the Issue of the Equity Shares;

(h) particulars relating to the amounts to be transferred to the public Issue account and refunds to be made to investors;

(i) particulars relating to the amounts collected from SCSBs where the Bids were uploaded by the Designated Intermediaries;

(j) records of investor communication, including withdrawal requests and communication for verifying DP ID details;

(k) list of names of successful bidders and unsuccessful bidders of the Equity Shares;

(l) particulars relating to the allocation/Allotment of the Equity Shares for the Issue;

(m) details of multiple electronic Bids (determined on the basis of common PAN) rejected by the Registrar;

(n) all Bid cum Application Forms which are rejected and reasons thereof or withdrawn or unsuccessful along with the details of rejected/ withdrawn/ unsuccessful Bid cum Application Forms;

(o) reconciliation between funds deposited in the Escrow Collection Banks or any of their correspondent banks and total of amounts stated in Anchor Investor Form;

(p) refund orders dispatched to the investors and issue of duplicate refund orders if any;

(q) reconciliation between the amount blocked in the ASBA Account of the respective ASBA Bidder based on the Schedule provided by the SCSBs with that of the electronic Bid file received from the SME Stock Exchange;

(r) details of files in case of refunds to be sent by electronic mode such as NECS/ NEFT/ RTGS etc.;

(s) records of correspondence in respect of investor complaints, grievances or queries;

(t) record of pre-printed Issue stationary like Allotment Advice/CANs, etc., showing details of such stationary received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;



(u) complaint register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner in which they were disposed of. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly;

(v) details of files in case of refunds to be sent by electronic mode;

(w) 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; and

(x) such other records as may be specified by SEBI, the Company, the SCSBs and/or the BRLM for carrying on activities as Registrar to the Issue.

7 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 or the demographic details given by/of the Bidders or the Issue, which come to its knowledge in its capacity as Registrar to the Issue.

"Confidential Information" shall include but shall not be limited to, list of Bidders, different categories of Bidders, mode of payment, bank account, and other personal particulars of the Bidders, including their description, status place of residence or incorporation or domicile, details of Bids accepted, details of Bids rejected, particulars of unsuccessful Bidders, funds required for refund, the flow of Bids from collecting bank branches, day to day subscriptions, details of ASBA Bidders, Basis of Allotment, reports furnished to the BRLMs, the Company and the Selling Shareholders, details of refunds made, allotment letters despatched, details of devolvement on underwriters, particulars such as phone numbers, e-mail IDs, website addresses, physical office addresses and other particulars of the Company or the Selling Shareholders, the directors, key managerial personnel, officers, auditors and advisors of the Company or each of the Selling Shareholders, names, addresses, telephone numbers, contact persons, website addresses and e-mail addresses of the BRLMs, Bankers to the Issue, brokers to the Issue, Syndicate Members, SCSBs, depository participants, disputes and grievances, trade secrets in any form or manner, know-hows, proprietary information, financials, processes, marketing plans, forecasts, ideas, unpublished financial statements, budgets, business plans, projections, prices, costs, policies, quality, assurance programs, price lists, pricing policies, software or related technical information, marketing data and techniques, operation manuals, any notes, compilations, studies, interpretations, presentations, correspondence, reports, statements and any other business and financial information and research and development activities that may be disclosed, whether orally or in writing, to each other and/or any of their Affiliates, or that may be otherwise received or accessed by the Registrar in the course of performing this Agreement. The Registrar shall adopt high standards of data security and privacy norms, in accordance with regulatory and statutory provisions.

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

8 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 the Basis of Allotment by the SME Stock Exchange, The Registrar shall be responsible for the correctness and validity of the information relating to any unblocking of funds required to be made that has been provided by the Registrar to the SCSBs, as the case may be.

The Registrar represents, warrants, declares and undertakes to the other Parties to this Agreement that:

(a) It is knowledgeable about anti-bribery laws applicable to the performance of this Agreement and will comply with such laws.

(b) It has not made, offered, authorized, or accepted, and will not make, offer, authorize, 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 and each of the Selling Shareholders 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 who m it was entered into, for whom it was undertaken, or what was exchanged.

Bigshare Services Private Limited Mumbai

(e) It has obtained and shall maintain adequate insurance for omissions and commissions, frauds by its employee(s) to protect the interests of investors as required under the SEBI RTA Master Circular.

9 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.

10 The Registrar shall be responsible for the correctness and validity of the information furnished by it and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.

11 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 Laws;

c. uniform procedure is followed for processing all Bid cum Application Forms

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

e. adequate steps are taken for proper Allotment and credit of Equity Shares and Unblocking of application monies without delay and as per Applicable Laws;

f. it shall provide status update at a periodic interval to the BRLM and the Company;

g. for the electronic bids which are rejected as invalid because of DP ID/Client ID or PAN particulars captured by the Designated Intermediaries, capture the name and address as and when received from the SCSBs and the necessary rejection data is being shared to SCSBs for unblocking;

h. the information furnished to the Designated Intermediaries in discharging its responsibility is correct and valid; and

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

12 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 SME Stock Exchange and other intermediaries in the securities market or take 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 their 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 Issue, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Issue; and the Registrar and their 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.

Bigshare Services Private Limited Mumbai

13 Immediately on receiving instructions from the Company, the Registrar shall dispatch all refund orders within the period specified in the Issue Documents. The post- Issue stationery including CAN orders, letters of allocation and allocation advice, shall be kept ready and handed over to the Registrar by the Company within one Working Day from the date of closure of Issue. The Company will arrange to obtain prior approval for the post- Issue stationery from the SME Stock Exchange. If the Company, as the case may be, is liable to pay interest due to delay in unblocking the amount, where such a delay is attributable solely to the Registrar's failure to provide instructions to the SCSBs to unblock the bank accounts of the respective Bidders within the period stated in the Issue Documents on receiving the instruction to do so from the Company, the Registrar shall be liable to indemnify the Company for the cost incurred by the Company in paying the interest as per the Applicable Laws. If the Company and/or the BRLM are made liable for compensation/damages for delay in credit of shares to investors accounts, where such delay is attributable to the Registrar's failure to credit the shares within the stipulated time/reasonable time/time mentioned in the Issue 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 and/or the BRLM for such compensation/damage, loss, claim, liability, costs etc. incurred by the Company and/or the BRLM, as the case may be.

14 In case of refunds through electronic means like NECS, NEFT, Direct Credit or RTGS etc., the Registrar shall be solely responsible to gather the relevant details from the Depositories and provide the Refund Bank(s) with the requisite details and files.

15 Until completion of dispatch of CANs/Allotment Advice and credit of Equity Shares to the Allottees' Demat accounts, the Registrar will not hand over any Bid cum Application Form or other documents or records pertaining to the Issue to any other person (except to the BRLM and the SME Stock Exchange, subject to the Registrar having provided prior written notice of such disclosure to the Company). The Company agree that they will have access to the data/documents pertaining to the Issue 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 the prior written consent of the Company, as the case maybe.

16 The Registrar will handle the Assignment from its office at S6-2, 6th Floor, Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri (East) Mumbai – 400093, Maharashtra India, which has been declared to SEBI and approved by it for carrying on its activities. This office address shall be printed in all relevant stationery pertaining to the Issue.

17 The Issue stationery including certificates, letters of Allotment and, Allotment/Allocation Advice shall be kept ready and handed over to the Registrar by the Company within three days from the date on which Registrar specifies the quantum of Issue stationary 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 Issue stationery from the Stock Exchange.

18 The Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of Allotment Letters/Allotment/Allocation Advice, etc., within two Working Days from the date of closure of the Issue. On closure of the bidding period, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar should maintain a proper account of the amount spent by it on behalf of the Company. The Registrar agrees to return the excess funds to the Company in case the amount on actuals is less than the estimated account.

19 The Registrar will extend all necessary assistance to the public representative deputed by SEBI and the SME Stock Exchange. The Registrar shall also assist in releasing of the bank guarantee submitted with the SME 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 shall also extend necessary help to the Registrar in such matters.

20 The Registrar shall act as a nodal agency for redressing complaints of Bidders, including providing guidance to Bidders regarding approaching the concerned Designated Intermediary. The Registrar shall extend all necessary support to the Company, the BRLM, the SCSBs, the Registered Broker and the Syndicate as may be required for the smooth and speedy functioning of the ASBA process.



21 The Company agree and acknowledge that the Registrar may request physical Bid cum Application Forms directly from the Syndicate, SCSBs and the Registered Brokers in the event of exceptional circumstances such as discrepancy or invalidity in relation to PAN, DP ID or Client ID and investor complaints/grievances.

22 The Registrar shall liaise with the Company to ensure that the Equity Shares offered as part of Offer for Sale are transferred to a share escrow account a day prior to the Bid/ Issue Opening Date. This will be done along with the BRLM.

23 The Registrar will finalize various post- Issue monitoring reports such as the three-day report or final Issue monitoring report, along with the relevant documents/ certificates, in consultation with the post- Issue merchant banker, to be submitted to SEBI within the stipulated time.

24 The Registrar will provide all relevant statements/reports to ensure commencement of trading within the timelines mentioned in the Issue Documents, in consultation with the Company and the BRLM.

25 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 Stock Exchange designated by the Company and the SEBI, as applicable.

26 Subject to Applicable Laws, all fees and expenses relating to the Issue shall be borne by the Company. The fees and charges payable to the Registrar for handling the Assignment shall be as specified in **Schedule II** hereto, after deducting all taxes, duties and levies as per Applicable Laws, provided that if the Registrar is unable to perform the Assignment as set out in this Agreement, the Registrar shall refund all sums that may have been paid to it by the Company, directly, as the case may be, except for any out-of-pocket expenses.

27 The Company agrees to take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/ omission etc.

28 If performance by any Party of any obligation under or pursuant to this Agreement is prevented, restricted or interfered with by reason of complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious, sustained, political or industrial disturbance or in any other event beyond the reasonable control of the Party seeking to rely on it caused by force majeure, then the Party so affected (the "**Affected Party**") shall on giving notice to the other Parties be excused from such performance to the extent of such prevention, restriction or interference, provided that it shall use its best endeavors to resume performance of its obligations hereunder as soon as the cause of such prevention, restriction or interference is removed and to mitigate the consequences of such prevention, restriction or interference. On receipt of notice from the Affected Party, the other Party shall be similarly excused from performance of its respective obligations hereunder during such period as performance of the Affected Party's obligations is suspended. The Company may terminate this Agreement on receipt of such a notice from the Registrar.

29 This Agreement shall be valid until the expiry of one year from the date of closing of the Issue, provided that the Company with respect to itself, may terminate this Agreement, with or without providing any reason, with prior written notice of 10 days, to the other Parties. Further, the Company shall be entitled to forthwith terminate this Agreement vis-à-vis the Registrar, subject to written notice, if (i) the Registrar's Certificate of Registration is suspended/withheld/cancelled or SEBI or any other regulatory authority or any court or tribunal debars or suspends or stops the Registrar from carrying on its activities, (ii) the Registrar is in any way prohibited or restrained, either by an order or direction of the SEBI, any other regulatory authority or any court or tribunal or in any other manner, from carrying on registrar and share transfer agent activities. For avoidance of doubt, if the Company, in consultation with the BRLM, decide not to proceed with the Issue, this Agreement shall stand terminated immediately on written notice to the Registrar.

30 The Registrar shall immediately inform the Company and the BRLM in writing, if, due to any unavoidable/ regulatory reasons, its Certificate is cancelled, suspended or withheld by SEBI, or if it is prohibited or restricted in performing the Assignment by SEBI or any court or regulatory authority, and with progress with regard to any legal action initiated against it/or any of its group entities by any regulator from time to time. In any such event, if it is unable to continue to act as a Registrar to the Issue or perform the Assignment, it shall immediately inform the Company and the BRLM and take steps, in consultation with and as per the directions of the Company and the BRLM, to enable smooth transition of data held by the Registrar in relation to the Issue, at no cost to the Company to another registrar as may be appointed by the Company in consultation with the BRLM.



31 On the expiry or termination of this Agreement, all data and documents in the possession or custody of the Registrar shall be handed over to the Company as may be applicable, and/or the newly appointed registrar to the Issue. In this relation, the Registrar shall, within three working days of being instructed by the Company, transfer all data and documents in its possession in respect of the Issue and the Equity Shares and extend all necessary cooperation, to such other registrar/depository as instructed by the Company, towards taking over duties and responsibilities as the Registrar to the Issue.

32 The Registrar shall redress investor complaints within seven days of receipt, during the currency of this Agreement, and shall continue to do so during the period it is required to maintain records under the SEBI RTA Regulations. The Company shall extend necessary cooperation to the Registrar for its complying with the SEBI RTA Regulations. The Registrar shall provide a status report of investor complaints and grievances on a fortnightly basis to the Company the BRLM.

33 In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any error or failure in such services rendered by the Registrar, the Registrar, at its own cost, take all measures to immediately rectify such defaults, errors or failure within two days of receipt of written notice by the Company. The Company shall be entitled to forthwith terminate the Agreement, if the Registrar is unable to rectify such defaults within two days of receipt of written notice by the Company, of such default, error or breach.

34 The Registrar shall act with due diligence, care and skill while discharging the Assignment. The Registrar irrevocably undertakes and agrees that it shall, at its own cost and expense, indemnify and keep indemnified, defend and hold free and harmless the Company and their respective directors, officers, employees representatives, permitted assigns and successors and their respective agents and advisors, the Book Running Lead Manager, and their respective affiliates, partners, directors, management, representatives, officers, employees, successors, advisors, agents and their respective affiliates (collectively "**Indemnified Parties**") at all times from and against all suits, proceedings, claims, actions, losses, damages, penalties, liabilities, costs, charges, awards, interests, judgements, expenses, including without limitation interests, legal expenses (including attorney's fees and court costs), accounting fees, losses, losses arising from the difference or fluctuation in exchange rates of currencies, investigation costs and all other liabilities, costs and demands which may be made 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 the Indemnified Parties by any Bidders or holder of the Equity Shares issued or any other third party as a consequence of any act or omission of or any delay or failure or deficiency or error or breach or omission or gross negligence or wilful default or bad faith or fraud or misconduct or any breach or alleged breach of obligation(s), responsibilities, warranty, undertaking, or the terms and conditions of this Agreement on the part of the Registrar or any of its officers, employees or agents any of its partners, representatives, directors, management, officers, employees, advisors or other persons acting on its behalf, in performing or fulfilling any of the Assignment, or any of the terms and conditions set out in this Agreement and the Letter of Indemnity and other functions, duties and services hereunder or otherwise under Applicable Laws. The Registrar shall be liable to indemnify and keep indemnified the Indemnified Party for any breach or alleged breach of any representation, warranty or undertaking, or any of the terms and conditions set out in the Registrar Agreement and /or any violation or alleged violation of any provision of law, regulation, or order of any court or regulatory, statutory, judicial and/or administrative authority. The Registrar shall be liable to indemnify and keep indemnified the Indemnified Party for any fine imposed by the SEBI or any other Governmental Authority and/or if any information provided to the BRLM is untrue, incomplete or incorrect in any respect. Further, the Registrar shall be directly responsible to, and shall indemnify and keep indemnified the Indemnified Parties for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services, hereunder or otherwise under Applicable Laws, including but not limited to any liability arising out of failure to address investor complaints and in responding to queries relating to such services from SEBI and / or the SME Stock Exchange or any other statutory judicial, quasi-judicial governmental, administrative and / or regulatory authority or court of law. The Registrar shall be liable to indemnify and keep indemnified the Indemnified Party for any loss, whether direct or indirect, arising out of failure to address investor complaints and in responding to queries relating to such services from SEBI and/or the SME Stock Exchange or any other statutory or regulatory authority or 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.

35 In this regard, the Registrar undertakes to immediately, on the date of this Agreement, execute and deliver the Letter of Indemnity in the format set out in **Schedule IV** to the BRLM, to indemnify, at all times, the BRLM's Indemnified Parties for any and all losses, liabilities, claims, actions, suits, demands, proceedings, damages, awards, judgements,



costs, interests, charges and expenses, including, without any limitation, attorney's fees and court costs which may be made or commenced against the Company and/or the BRLM's by any Bidder or holder of the Equity Shares issued or any other third party as a consequence of any act or omission of or any failure, error or deficiency arising out of a breach or alleged breach of the duties, obligations and responsibilities of the Registrar under this Agreement. The Registrar shall further indemnify and refund all costs incurred by the BRLM's 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 and in queries relating to such services from the SEBI and/or the SME Stock Exchange and/or any other statutory, judicial, quasi-judicial, administrative, governmental or regulatory authority or a court of law. Provided however, in case of a conflict between the Letter of Indemnity and this Agreement, in relation to the indemnity to the BRLM's Indemnified Parties, the Letter of Indemnity shall prevail. The Registrar acknowledges and unconditionally and irrevocable agrees that all terms and conditions mentioned in this Agreement will apply to the Letter of Indemnity, and that entering into this Agreement for performing its services to the Company is sufficient consideration for the Letter of Indemnity.

36 The Registrar shall be directly responsible to, and hereby indemnifies and shall keep indemnified, the Company and the BRLM and their respective directors, officers, employees, agents, affiliates, representatives and advisors from and against all suits, claims, actions, losses and demands which may be made or commenced against any such indemnified parties, by SEBI and/or the SME Stock Exchange and/or any other statutory or regulatory authority or a court of law or any Bidder or holder of Equity Shares or other third party as a consequence of any act, omission, error, failure or deficiency on the part of the Registrar or any of its directors, officers, employees, agents, affiliates or representatives in performing the Assignment and services hereunder, provided that the Registrar shall not be liable for any indirect or consequential loss caused to the due to error or omission committed by it in good faith, where the Registrar has not acted negligently or committed an act of willful misconduct.

37 The Company will bear expenses for legal advice or action which may have to be taken by it for no lapse on the part of the Registrar but for any eventuality which may arise in connection with the Issue.

38 The Registrar may have to provide certain information regarding the Bidders to certain statutory and regulatory authorities including, without limitation, income tax authorities. The Parties acknowledge that providing such information strictly for such purpose shall not be in violation of this Agreement.

39 Any notice, communication or documents may be given by personal delivery, registered or speed post, or by facsimile. The notice, communication or document shall be deemed to have been served on the Party to whom it is given if given by personal delivery when so delivered at the address of such Party, if given by registered or speed post on expiration of three working days after the notice shall have been delivered to the post office for onward dispatch and if given by facsimile, on transmission thereof, provided however that any notice by fax shall be confirmed in writing. All notices to the Parties shall be addressed as under:

To the Issuer	
Name : Somya Singhal	
Designation: Company Secretary	
Company Name:	**JAYTEE ALLOYS & COMPONENTS LIMITED**
Address:	A33/11, Site-4, Sahibabad, Ghaziabad, Uttar Pradesh, India, 201010
	+91 120-3761222
To the Registrar	
Name	Babu Rapheal C.
Designation	Dy. General Manager
Company Name	**Bigshare Services Priv Limited**

Bigshare Services Private Limited Mumbai

Address	S6-2, 6th Floor, Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri (East), Mumbai – 400093, Maharashtra, India.
Tel. No.	022 – 6263 8200

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

40 Non-compliance with any of the covenants contained herein by any Party may be reported to the SEBI within seven days by any other Party and shall also be reported to the BRLM immediately.

41 If any dispute, difference or claim arises between the Parties in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve such dispute 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, and shall be conducted in English. The Arbitration shall take place in New Delhi, India.

42 Subject to Clause 41 above, any disputes arising in connection with this Agreement shall be subject to courts having jurisdiction in New Delhi, India. This Agreement shall be governed by and construed exclusively in accordance with the laws of India, without reference to conflict of laws rules.

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

44 This Agreement constitutes the entire understanding among the Parties and supersedes all prior discussions and agreements, oral or written, between any of the Parties relating to the Assignment.

45 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.

46 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 any provision of this Agreement.

47 The Registrar shall continue to be responsible for the Assignment until the termination of this Agreement, provided that Clauses 4, 5, 6, 7, 8, 10, 11, 12, 23, 28, 29, 30, 31, 32, 33, 36, 38, 39, 40, 41, 42, 43, 46 and this Clause 47 shall survive termination of this Agreement. For avoidance of doubt, it is clarified that if the Agreement is prematurely terminated, the Registrar shall be entitled to only such expenses as are actually incurred until the date of such termination.

48 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument.



THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR TO THE ISSUE AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY AND THE REGISTRAR.

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

For and on behalf of **JAYTEE ALLOYS & COMPONENTS LIMITED**

Authorised Signatory

Name: Naman Jain
Designation: CEO & Director

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR TO THE ISSUE AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY AND THE REGISTRAR.

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

For and on behalf of **BIGSHARE SERVICES PRIVATE LIMITED**

Bigshare Services Private Limited Mumbai

Authorised Signatory

Name: Jibu John

Designation: General Manager

SCHEDULE I

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

S. No	Activity	Party Responsible
I.	**PRE-ISSUE WORK**	
1.	Design of Bid cum Application Form, bank schedule, pre-printed stationery, in conformity with Applicable Laws	BRLM/ Registrar
2.	Preparing and issuing detailed instructions on the procedure to be followed by the Designated Intermediaries and bid as per information provided on the websites of the SME Stock Exchange	Registrar
3.	Placing of orders for and procuring pre-printed stationery	Company
4.	Arranging dispatch of applications, schedule for listing of applications to collecting and controlling branches of Bankers to the Issue.	Company/BRLM/Registrar
	Finalization of the Bankers to Issue, list of branches (controlling (in case of Anchor Investor) and collecting branches)	Registrar and Company in consultation with the Book Running Lead Managers
II.	**ISSUE WORK**	
4.	Expediting dispatch of applications, final certificate from controlling branches of SCSB, Sponsor Bank and Obtaining the electronic bid data (including the ASBA bid data) from the Stock Exchange/SME platform of the stock exchange, as applicable	Registrar
5.a b. c.	Collection of final certificate and schedule pages from nodal branches of SCSBs Collection of Application Forms from the Designated Intermediaries Processing all Application Forms in respect of the Issue Collection of application data along with final certificate and schedule pages from controlling branches of SCSB and the Sponsor Bank Accepting and processing of application at the collection centers designated by the Company and the Selling Shareholders including any ASBA Applications at any SCSB, in the manner as prescribed under the SEBI ICDR Regulations	Registrar
6.	On closure of the Issue, collecting Bid files from the SME Stock Exchange and validating the DP ID, Client ID and PAN with the Depositories' database and providing a file through the BRLM to the concerned syndicate member of the error Bids, which will be considered as invalid	Registrar
7.	Informing the SME Stock Exchange/SEBI and providing necessary certificates to Lead Managers on closure of the Issue	Company/Registrar
8.	Preparing Underwriter statement in the event of under subscription and seeking extension from Stock Exchange for processing	Registrar/ Company
9	Sending the electronic bid file with certain fields like application number and amount or any other additional fields as maybe required by the SCSBs to all the SCSBs to facilitate validation of Bid cum Application Forms for Bids entered in the SME Stock Exchange	Registrar
	Numbering of applications and bank schedule and batching them for control purposes	Registrar
	Transcribing information from documents to magnetic media for computer processing	Registrar
10.	Reconciliation of number of forms, Equity Shares applied for and money blocked with final certificate received from the SCSBs or the Sponsor Bank, as the case may be.	Registrar
11.	Reconciliation of compiled data received from Stock Exchange(s) in respect of Bid cum Application Forms with details of collection/blocked amounts received from the Banker(s) to the Issue, the Sponsor Bank and SCSBs.	Registrar
12.	Matching the reconciled data with the Depositories; database for correctness of DP ID, Client ID and PAN quoted in the Bid downloaded from the SME Stock Exchange;	Registrar



S. No	Activity	Party Responsible
13.	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 Depositories' database	Registrar
14	Reconciliation on a regular basis of the data in the Bid registered on the online IPO system of SME Stock Exchange with SCSB data and Sponsor Bank data	Registrar
15.	Matching with data/reconciliation with Bank Schedules and the final certificate	Registrar
	Eliminating invalid Bids and Bids below the Issue Price	
16.	Collection of requests, if any for withdrawal of the Application Form and acting thereon received before finalization of the Basis of Allotment	Registrar
17.	Uploading of beneficiary account details to depositories	Registrar
18.	Matching with depository details	Registrar
19.	Identify and reject Bids with technical faults and multiple Bids with reference to Applicable Laws, guidelines and procedure; prepare the list of technical rejection cases including rejected Bids based on mismatch between electronic Bid details and Depositories' database. Rejections of applications based on joint discussion between Registrar, Company, and Book Running Lead Manager.	Registrar/ BRLM/ Company
20.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the SME Stock Exchange and the BRLM. Preparation of inverse number for applicable categories.	Registrar
21.	Keeping a proper record of applications and monies blocked from the Bidders and paid to the Company/SCSBs/Bankers to the Issue	Registrar
22.	Finalizing Basis of Allotment after approval of the SME Stock Exchange	Company/ Registrar
23.	Preparation of fund transfer schedule based on the approved Basis of Allotment	Registrar
24.	Assisting the company in Instructing the Depositary to carry on the lock-in for pre- Issue capital and receive confirmation from the Depositories	Registrar
25.	Preparation of list of Allotted entitled to be allocated Equity Shares	Registrar
26.	Preparing a statement of Bids rejected, separately for QIBs, Non-Institutional Bidders and Retail Individual Bidders, along with reasons for rejection of the Bids	Registrar
27.	Allotment of Equity Shares on the basis of formula devised by Stock Exchange	Company/ Registrar
	Obtaining certificate from auditors that the Allotment has been made as per Basis of Allotment	Company/ Registrar
28.	Once Basis of Allotment is approved by SME Stock Exchange, the Registrar shall provide the following details to the Controlling Branches (CB) of each SCSB and the Sponsor Bank, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Issue Account within the timelines specified by SEBI/Stock Exchange: (i) Number of shares to be allotted against each valid Bid application (ii) Amount to be transferred from relevant bank account to the Company's Public Issue Account, for each valid Bid (iii) The date by which the funds referred in sub-para (ii) above, shall be transferred to the Public Issue Account. (iv) Details of rejected Bids, if any, along with the reasons for rejections and details of withdrawn/unsuccessful Bids, if any, to enable SCSBs or the Sponsor Bank, as the case may be, to unblock the respective bank accounts. (v) Preparing a statement of Bids rejected, separately for QIBs, Non-Institutional Bidders and UPI Bidders, along with reasons for rejection of the Bids.	Registrar
29.	Assisting in obtaining certificate from auditor's/practicing company secretary that the Allotment has been made as per the approved Basis of Allotment	Company/ Registrar
30.	Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by the SME Stock Exchange for applicable categories	Registrar
31.	Preparation of allotment register-*cum*-return statement, register of members, index register	Registrar

Bigshare Services Private Limited ★ Mumbai

S. No	Activity	Party Responsible
32.	Credit to respective demat accounts in the time specified in the RHP and the Prospectus and as prescribed by SEBI	Registrar
33.	Preparation of list of Registered Brokers, SCSBs, SEBI registered RTAs and DPs authorized to accept and bid as per information provided on the websites of the SME Stock Exchange, to which brokerage is to be paid including brokerage for bids through the E-IPO mechanism and providing Syndicate Members' performance.	Registrar
	Scrutiny and processing of Bids received from the Designated Intermediaries	Registrar
34.	Printing of distribution schedule for submission to the SME Stock Exchange where listing is being done.	Registrar
35.	Overprinting of Allotment Advice, cum refund intimation	Registrar
36.	Printing postal journal for dispatching Allotment Advice cum refund intimations and Mailing of documents by registered post wherever required	Registrar
	Providing pre-printed stationery and advance amount for postage and demat uploading expenses	Company
37.	Binding of application forms, application schedule and computer outputs	Registrar
38.	Payment of consolidated stamp duty or procuring and affixing stamps of appropriate value	Company
39.	Dispatch of CANs and Allotment Advice within the timeframe specified in Issue Documents and Applicable Laws	Registrar
	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division) or the relevant Stock Exchange if Allotment cannot be made within the stipulated time	
40.	To ensure that Equity Shares are issued and Allotted only to permitted categories of investors	Registrar
41.	To ensure that Equity Shares are Allotted to persons and entities in accordance with the provisions of the the RHP and the Prospectus	Registrar/ Company
	Submission of the required file to the Refund Banker for payments to be made through the electronic mode; Sending refund orders, as applicable, and refund to Bidders Offer of duplicate refund orders, as applicable Revalidation of refund orders, as applicable Preparation of register of members and specimen signature cards (if required)	Registrar
42.	To ensure settlement of all investor complaints	Registrar/ Company
43.	Publishing the Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in all newspapers where the Issue opening/closing advertisements have appeared earlier	Registrar/ Company
44.	Providing all relevant reports for listing, trading of Equity Shares, within the timelines mentioned in the Issue Documents, in consultation with the Company and the BRLM	Registrar
45.	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.	Registrar
46.	Finalizing various post- Issue monitoring reports, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/BRLM	Registrar
47.	Establishing proper grievance redressal mechanism during the Issue period and after the closure of the Issue, as per the Issue Documents	Registrar/ Company
48.	Calculation of commission payable to the Registered Brokers, SCSBs, SEBI registered RTAs and DPs authorized to accept Bids as per information provided on the websites of the SME Stock Exchange and providing details of such commission to the Company and the BRLM	Registrar



S. No	Activity	Party Responsible
49.	Registrar shall follow-up with the SCSBs for completion of unblock for non-allotted/partial-allotted applications within the closing hours of bank on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under Applicable Laws).	Registrar
50.	Registrar shall prepare the list of SCSBs (including sharing updated list daily) who do not provide the confirmation as per the RTA Master Circular within the prescribed timeline.	Registrar
51.	Registrar shall prepare and assist the BRLMs in computing the compensation payable in accordance with RTA Master Circular	Registrar
52.	Coordinating with the SME Stock Exchange and Company, in consultation with the Book Running Lead Managers, for release of the security deposits provided by the Company to the SME Stock Exchange in relation to the Issue.	Registrar
53.	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 BRLMs	Registrar/SCSBs
54.	Submitting details of cancelled / withdrawn / deleted Bids made through the UPI Mechanism to SCSBs on a daily basis within the period specified under Applicable Laws by obtaining the same from SME Stock Exchange	Registrar
55.	To submit bank-wise details of pending applications to SCSBs for unblock, for Bids made through the UPI Mechanism, along with the allotment file no later than 2:00 pm 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
56.	To provide the allotment/revoke files to the Sponsor Bank on the day when the Basis of Allotment has to be finalized	Registrar



SCHEDULE II

Fees Payable to the Registrar

The following is our fee structure for all the activities in a Book Built Issue proposal:

S.NO	PARTICULARS	UNIT	FEES (Rs.)
1.	Processing Fee		R.s 0.50 per application (OR) minimum Rs.50,000/-
2.	Validation of Depository Details		
3.	Preparation of files to ASBA banks for blocking/ unblocking of investors account		
4.	Recon between bid files & amount blocked by ASBA Banks		
5.	Basis of Allotment		
6.	Fees payable for coordination, collection of applications and schedules, Provisional and Final Certificates from the SCSB Banks for both Direct/Syndicate ASBA applications/bids		
7.	Assisting the Company in Listing.		
8.	Servicing of Investor, Hosting Investor Allotment / non allotment information on BSPL Website		
9.	Sending Email intimations to allottees / non allottees		Rs. 0.50 per email
10.	Sending SMS to applicants for unblock of funds / credit of shares as per new SEBI circular April 2022		Rs. 0.50 per SMS
11.	Out-of-pocket Expenses		As Per *Schedule A*

SCHEDULE A: Charges below will be based on Actuals

1. Postal rates at current rates are:
   For allotment intimation through Inland Letter @ Rs 2.5 per article overprinting cost Re 1.00 per inland letter.
2. 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
3. Mailing & labour charges would be Re. 1.00 per article subjected minimum of Rs. 5,000.00.

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

Reimbursement of other expenses

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

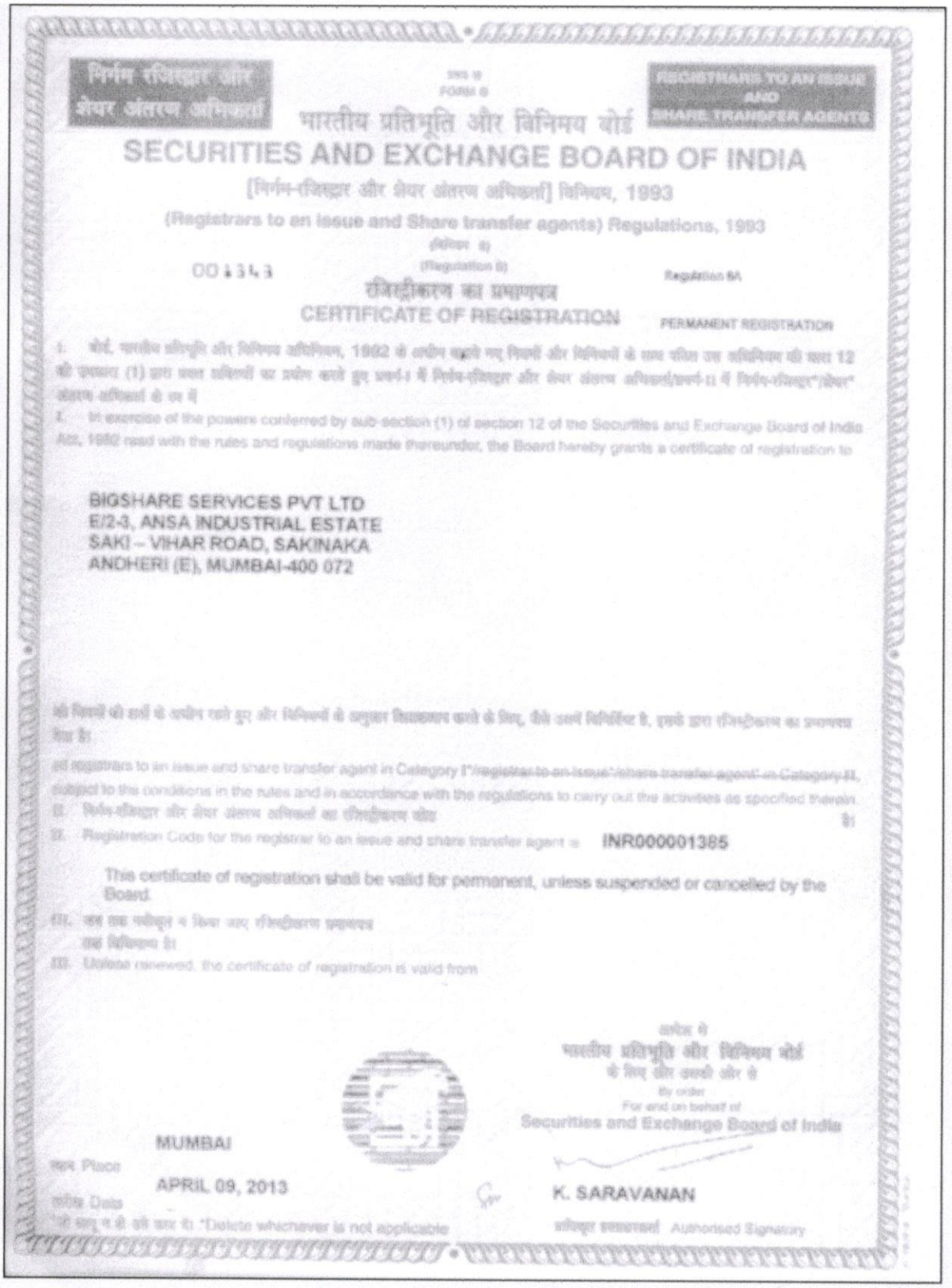
Pre-printed stationery

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



Schedule III

Certificate of Registration of the Registrar



निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता

REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS

भारतीय प्रतिभूति और विनिमय बोर्ड

SECURITIES AND EXCHANGE BOARD OF INDIA

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

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

(Regulation 8)

00 & 343

रजिस्ट्रीकरण का प्रमाणपत्र

CERTIFICATE OF REGISTRATION

Regulation 8A

PERMANENT REGISTRATION

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

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

By order
For and on behalf of
Securities and Exchange Board of India

MUMBAI
Place

APRIL 09, 2013
Date

K. SARAVANAN
Authorised Signatory

*Delete whichever is not applicable

Bigshare Services Private Limited Mumbai