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महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई.  
प.मु.नि.क्र. ८.०००००३  
21 DEC 2021  
सक्षम अधिकारी

श्री सी. टी. आंबेकर

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT DATED JANUARY 17, 2022 ENTERED INTO BY AND AMONG LANDMARK CARS LIMITED, TPG GROWTH II SF PTE. LTD, SANJAY KARSANDAS THAKKER HUF, GARIMA MISRA, AASTHA LIMITED AND LINK INTIME INDIA PRIVATE LIMITED



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प्रधान मुद्रांक कार्यालय, मुंबई.  
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मार्गदर्शिका/सहायिका Only for Affidavit (U/T)

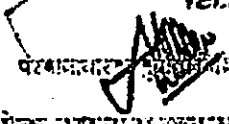
**LANDMARK CARS LIMITED**  
Landmark Bldg, 2nd Floor,  
Dr. G. M. Bhosale Marg,  
Near Mahindra Tower,  
Worli, Mumbai - 400 018.  
Tel: 24929192 / 93

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मुद्रांक विफल येणाऱ्याचे नाव \_\_\_\_\_

मुद्रांक विफल येणाऱ्याचे रहिवासी पत्ता \_\_\_\_\_

मुद्रांक विक्रीसाठी वाढ घेई असा, कागद आहे.

  
पदाधिकारी/मुद्रांक विक्रीसाठी आहे

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मुद्रांक विफल येणाऱ्याची रक्कम

मुद्रांक क्रमांक: ८०००००३

मुद्रांक विक्रीचे, भाव/पत्ता: श्री. अशोक रामदास कावठार

रा. अ. सीड भवन विंग रोड, मकाकलस राज. अ. अरवि मुण्ड, अ. अ. मुंबई-४०० ०१९.

अशोक रामदास कावठार, मुद्रांक विक्रीसाठी विक्रीसाठी मुद्रांक

मुद्रांक विक्रीसाठी आहे. (शासन अर्थ) (U. C./2019/2008) मुद्रांक

असा कागदासाठी रक्कम मुद्रांक करदी वेळा त्यांनी त्याच कागदासाठी मुद्रांक करदी

कागदासाठी अतिरिक्त कारण देण्यात येईल.

2 4 DEC 2021

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महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई.  
 प.मु.वि.क्र. ८०००००३  
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**LANDMARK CARS LIMITED**

Landmark Bldg, 2nd Floor,  
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Near Mahindra Tower,  
Worli, Mumbai - 400 018.  
Tel.: 24929192 / 93

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माल प्रतिज्ञापनासाठी Only for Affidavit (U/T)

मुद्रांक विकत घेणाऱ्याचे नाव \_\_\_\_\_

मुद्रांक विकत घेणाऱ्याचे रहिवासी बत्ता \_\_\_\_\_

मुद्रांक विकत घेणाऱ्याची मॉडेल अन्व. क्रमांक \_\_\_\_\_

दिनांक \_\_\_\_\_

24 DEC 2020

मुद्रांक विकत घेणाऱ्याची सही \_\_\_\_\_ पत्त्यावगळीत मुद्रांक विकत घेणाऱ्याची सही \_\_\_\_\_

संपर्क क्रमांक: ८०००००३

मुद्रांक विकत घेणे/पत्ता: श्री. अशोक रघुनाथ कदम

२१०, शाही अन्नासिंह रोड, मल्लभवन २/१९, आर्जे, मुंबई, (आ. मु. ४०० ०१८)

माहितीय कार्यालय/संपर्कस्थान: श्री. अशोक रघुनाथ कदम, श्री. अशोक रघुनाथ

मुद्रांक विकत घेणाऱ्याची सही. (आर्जे क्रमांक: ०९/०९/२०२०) मुद्रांक

म्हणजेच माल प्रतिज्ञापनासाठी मुद्रांक विकत घेणाऱ्याचे नाव माल प्रतिज्ञापनासाठी मुद्रांक विकत घेणाऱ्याचे नाव

माल प्रतिज्ञापनासाठी मुद्रांक विकत घेणाऱ्याचे नाव \_\_\_\_\_

24 DEC 2020

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# **REGISTRAR AGREEMENT**

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**JANUARY 17, 2022**

**BY AND AMONGST**

**LANDMARK CARS LIMITED**

**AND**

**TPG GROWTH II SF PTE. LTD**

**AND**

**SANJAY KARSANDAS THAKKER HUF**

**AND**

**AASTHA LIMITED**

**AND**

**GARIMA MISRA**

**AND**

**LINK INTIME INDIA PRIVATE LIMITED**

**THIS REGISTRAR AGREEMENT (THE "AGREEMENT") IS MADE AT MUMBAI ON JANUARY 17, 2022 BY AND AMONG:**

1. **LANDMARK CARS LIMITED**, a company incorporated in India under the Companies Act, 1956 and having its registered office at 3rd Floor, Landmark House, Opp. AEC, Near Gurdwara, Thalej Cross Road, SG Highway, Ahmedabad 380 059, Gujarat, India (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;
2. **TPG GROWTH II SF PTE. LTD**, a company incorporated in Singapore whose office is at 83 Clemenceau Avenue, #11-01 UE Square, Singapore 239920 (hereinafter referred to as the "**Investor Selling Shareholder**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;
3. **SANJAY KARSANDAS THAKKER HUF**, a Hindu undivided family being represented by its Karta, Sanjay Karsandas Thakker (hereinafter referred to as the "**Other Selling Shareholder 1**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**;
4. **AASTHA LIMITED**, a BVI Business Company incorporated in the Territory of the British Virgin Islands on August 12th 2002, having our registered office at Windsor Tower Condominium, Unit 9/14(8A) Sukhumvit Road, Soi 20, Klong Toey, Bangkok 10110, Thailand (hereinafter referred to as the "**Other Selling Shareholder 2**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FOURTH PART**;
5. **GARIMA MISRA**, a citizen of India, residing at 601 Basil, The Verandas, Golf Course Road, Chakarpur (74), Gurgaon, Haryana 122002, India (hereinafter referred to as the "**Other Selling Shareholder 3**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIFTH PART**;
6. **LINK INTIME INDIA PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at C-101, 1<sup>st</sup> Floor, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India (hereinafter referred to as the "**Registrar**" or "**Registrar to the Offer**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SIXTH PART**;

Other Selling Shareholder 1, Other Selling Shareholder 2 and Other Selling Shareholder 3 are collectively referred to as "**Other Selling Shareholders**" and individually as "**Other Selling Shareholder**".

Investor Selling Shareholder and Other Selling Shareholders are collectively referred to as "**Selling Shareholders**" and individually as "**Selling Shareholder**".

The Company, the Selling Shareholders and the Registrar are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

#### **WHEREAS**

1. The Company and the Selling Shareholders propose to undertake an initial public offering of the equity shares of the Company bearing face value ₹ 5 each (the "**Equity Shares**") comprising a fresh issue of Equity Shares by the Company aggregating up to ₹ 1,500.00 million (the "**Fresh Issue**") and an offer for sale aggregating up to ₹ 6,120.00 million by the Selling Shareholders (the "**Offer for Sale**" and together with



Fresh Issue, the "Offer"), in accordance with the Companies Act, 2013 and the rules made thereunder (the "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 prescribed in Schedule XIII of the SEBI ICDR Regulations by the Company and Selling Shareholders in consultation with the Book Running Lead Managers (*as defined below*) to the Offer (the "Offer Price", and such offering, the "Offer"). The Offer will be made (i) within India, to Indian institutional, non-institutional and retail investors in "offshore transactions", as defined in, and in compliance with, Regulation S ("Regulation S") under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), (ii) outside the United States and India, to certain institutional investors in "offshore transactions" in compliance with Regulation S, and in each case, in compliance with Applicable Laws. The Offer may also include allocation of Equity Shares, on a discretionary basis, to certain Anchor Investors (*as defined below*) by the Company and the Selling Shareholders, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations. The Offer may include a reservation of Equity Shares for subscription by Eligible Employees. The Company and the Selling Shareholders, in consultation with the Book Running Lead Managers, may consider a further issue of Equity Shares through a preferential issue or any other method as may be permitted in accordance with the Applicable Laws to any person(s), aggregating up to ₹ 300.00 million, at its discretion, prior to filing of the Red Herring Prospectus with the RoC ("Pre-IPO Placement"). If the Pre-IPO Placement is undertaken, the size of the Fresh Issue will be reduced to the extent of the Pre-IPO Placement subject to compliance with Rule 19(2) (b) of the Securities Contracts (Regulation) Rules, 1957. The Parties clarify that the Pre-IPO Placement, if undertaken, will not impact the size of the Offer for Sale.

2. The board of directors of the Company ("Board") has, pursuant to its resolution dated January 11, 2022 approved the Offer. Further, the Fresh Issue has been approved by a special resolution adopted pursuant to Section 62(1)(c) of the Companies Act, 2013 at the extraordinary general meeting of the shareholders of the Company held on January 11, 2022.
3. Each of the Selling Shareholders have, severally and not jointly, duly consented, approved and authorized, as applicable, the Offer for Sale of their respective portions of the Offered Shares as provided in Schedule IV.
4. The Company and the Selling Shareholders have appointed the BRLMs to manage the Offer on such terms and conditions as agreed with them.
5. The Registrar is an entity registered with the Securities and Exchange Board of India (the "SEBI") under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the "RTA Regulations") and has a valid and subsisting registration no. INR000004058 to act as the registrar to the Offer.
6. The Company and the Selling Shareholders have approached the Registrar to act as the registrar to the Offer in accordance with the terms and conditions detailed in this Agreement (the activities pertaining to the Registrar are hereinafter collectively referred to as the "Assignment") and such Assignment includes all responsibilities required to be discharged by a registrar to an issue in the manner as required under the applicable rules and regulations including the RTA Regulations and applicable provisions of the Securities and Exchange Board of India Act, 1992, as amended (the "SEBI Act"), and the Registrar has accepted the Assignment under the terms and conditions mentioned hereto. The IPO Committee of the Board of Directors has approved the appointment of the of Link Intime India Private Limited as the registrar to the Offer pursuant to a resolution dated January 11, 2022
7. In terms of Regulation 9A (1)(b) of the RTA Regulations, the Registrar is required to enter into a valid and legally binding agreement with the Parties for the Assignment, *inter alia*, to define the allocation of duties and responsibilities among the Parties, pursuant to which the Parties are entering into this Agreement.

Assignment) and to provide such other functions, duties, obligations and services as are required as per Applicable Law (including the rules, regulations, guidelines, directions and circulars prescribed by SEBI) and the applicable provisions of the Companies Act and the SEBI ICDR Regulations) ("Applicable Laws"), in respect of the Offer. The Registrar undertakes that it shall be its sole and absolute responsibility to ensure that the Assignment including such other functions, duties, obligations and services is performed in a professional and timely manner, in compliance with Applicable Law, and such functions, duties, obligations and services as required under the terms of this Agreement.

4. The Registrar represents, warrants, declares and undertakes that:

- i. It is duly incorporated and validly exists under Applicable Laws. It has obtained a certificate of registration dated July 15, 2014, bearing registration number INR000004058 (as enclosed) issued to the Registrar by SEBI which is valid permanently unless suspended or cancelled by SEBI (the "Certificate"). The Registrar shall ensure that the Certificate shall remain in force, including by taking prompt steps for renewal or re-application if it is cancelled earlier, at all times till the completion of the Assignment and the Registrar shall keep the Company, the Selling Shareholders and the BRLMs informed in writing on an immediate basis if due to any reason, its registration with SEBI is cancelled, suspended, revoked or withheld or if it is prohibited or restricted from performing the Assignment and activities mentioned in this Agreement by any statutory, regulatory, governmental, administrative, quasi-judicial and/judicial authority. A copy of the registration certificate from SEBI is attached as Schedule III hereto.
- ii. It shall keep and maintain the books of accounts and documents specified in Regulations 14 and 15 of the RTA Regulations, in respect of eight preceding financial years for a period of eight years from the date of listing and commencement of trading of the Equity Shares pursuant to the Offer or such longer period as may be required under Applicable Law. Any and all records/documents referred to and forming part of the Annexure to SEBI circular bearing reference no. SEBI/HO/MIRSD/DOP1/CIR/P/2018/73 dated April 20, 2018, shall be preserved and maintained by the Registrar for a period of not less than eight years after the completion of the Offer or such later period as may be prescribed under Applicable Laws.
- iii. It is not an associate and shall not be deemed to be an associate of the Company or any of the Selling Shareholders for the purposes of the RTA Regulations.
- iv. It has a clean track record and no penalty has been imposed upon it by SEBI now or in the past. It has not violated any of the conditions subject to which its SEBI registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI, or any other statutory, regulatory, judicial, quasi-judicial, governmental or supervisory authority, or court/ tribunal and that it is not debarred or suspended from carrying on its activities as a 'Registrar to an Issue' including the activities in relation to the Assignment, by SEBI or any other regulatory, judicial, quasi-judicial, governmental, statutory or administrative authority, including the Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company, each of the Selling Shareholders and the BRLMs of such orders in writing and cooperate at no additional cost to establish alternate arrangements as may be necessary for carrying out the Assignment and to complete the Offer as per the mandated regulatory timelines including but not limited to transfer of the Offer related data and files to such replacement registrar as specified by the BRLMs in consultation with the Selling Shareholders or the Company. In the event, the Company, the Selling Shareholders and/or the BRLMs and their respective Affiliates and their directors, management, representatives, officers, employees, advisors, successors, permitted assigns and agents or other persons acting on its behalf, and each other person if any, controlling the BRLMs (collectively along with the BRLMs, the "BRLM Indemnified Parties"), incur any loss due to such

inability of the Registrar to carry on the Assignment, the Registrar shall indemnify the Company, each of the Selling Shareholders, each of the BRLMs and/or the BRLM Indemnified Parties as applicable, in accordance with the terms of this Agreement and the Letter of Indemnity (as defined hereinafter), as applicable.

- v. It shall perform the Assignment with the highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III of the RTA Regulations and all other applicable rules, regulations, guidelines, circulars, directions and notifications issued by SEBI, from time to time, including the SEBI ICDR Regulations and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (the "SEBI Listing Regulations") and any other applicable rules and regulations, and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, each of the Selling Shareholders, the BRLMs and the prospective investors who make a bid pursuant to the terms of the Red Herring Prospectus and the Bid cum Application Form and unless otherwise stated or implied, (including an Anchor Investor) ("Bidders"). The Registrar will not take up any activities which are likely to be in conflict with its own interests or the interests of the Company, any of the Selling Shareholders, the BRLMs, the BRLM Indemnified Parties and any other person in relation to the Offer, including any other intermediary and the Bidders or contrary to or in violation of any rules, regulations, guidelines or orders/directions issued by SEBI, from time to time or any other Applicable Law.
- vi. It shall make adequate disclosure to the Company, each of the Selling Shareholders and the BRLMs of any existing and/ or potential areas of conflict of interest and duties which is likely to impair its ability to render fair, objective and unbiased service during the course of this Assignment. It shall co-operate and comply with any instructions the Company, the Shareholders and the BRLMs may provide in respect of the Offer. It shall immediately notify the Company, each of the Selling Shareholders and the BRLMs of any delay or errors committed while completing any formalities and shall indemnify the Company, each of the Selling Shareholders and/or the BRLMs for any losses caused due to such errors or delays.
- vii. It shall co-operate and carry out the Assignment and complete all the formalities accurately, diligently, with due care and caution and within the specified time limits as per the Applicable Law, including without limitation, the SEBI ICDR Regulations, UPI Circulars, the rules, regulations and bye-laws of the Stock Exchanges, the guidelines, regulations, notifications and circulars issued by SEBI from time to time and the SEBI Listing Regulations and the equity listing agreements to be entered into by the Company with the Stock Exchanges. It shall also ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignment and other services indicated herein and that due care, diligence and caution shall be taken to ensure that there are no errors in the services to be performed by the Registrar. It shall immediately notify the Company, each of the Selling Shareholders and the BRLMs of any errors, delays or any anticipated delays in completion of any of the formalities with respect to the performance of the Assignment and other services indicated herein and any corrective action taken thereto and shall indemnify the Company, each of the Selling Shareholders and the BRLMs for any losses caused due to such error or delays committed while completing any formalities. It shall indemnify the Company, each of the Selling Shareholders and each of the BRLM Indemnified Parties, for any losses caused due to such errors or delays.
- viii. It has the required infrastructure, facilities, qualified personnel, capacity, capability, back-up data maintenance and disaster recovery system and the net worth as stipulated in the RTA Regulations or other Applicable Laws to honour its obligations and liabilities under this Agreement. It shall have a separate and dedicated team of personnel handling post-Offer correspondences.
- ix. It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the

performance of the Assignment and other services indicated herein and that due care, diligence and caution shall be taken to ensure that there are no errors in the services to be performed by the Registrar. It shall immediately notify the Company, the Selling Shareholders and the BRLMs of any delay or errors committed while completing any formalities in connection with the performance of the Assignment and other services indicated therein, which could not be avoided and / or any corrective action taken thereto, and shall indemnify the Company, each of the Selling Shareholders, each of the BRLMs, severally and not jointly (and not jointly and severally), for any losses caused due to such error or delays, if such error or delays are caused by the acts/actions of the Registrar.

- x. It is a 'fit and proper person' as per the criteria specified in Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008, as amended.
- xi. It shall co-operate and comply with any instructions the Company, each of the Selling Shareholders and the BRLMs may provide in respect of the Offer provided that they do not give any instructions which are in violation of any Applicable Law.
- xii. It has connectivity with the depositories, namely the National Securities Depository Limited (the "NSDL") and Central Depository Services (India) Limited (the "CDSL", and collectively with NSDL, the "Depositories").
- xiii. It undertakes that the demographic details given by the Bidders in the Bid cum Application Forms will not be used by it for purposes other than in relation to the Offer.
- xiv. It is not subject to any litigation, or injunction or order of SEBI or any court or regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority that seeks to prevent it from entering into this Agreement or performing the Assignment in any manner or acting as a registrar in relation to any public offering by a company, including the Offer. It shall immediately notify the Company, each of the Selling Shareholders and the BRLMs in writing of any such litigation, or injunction or order of any court, judicial, quasi-judicial, governmental, statutory, administrative or regulatory authority.
- xv. 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 or obligations under this Agreement.
- xvi. It is duly incorporated and validly exists under Applicable Law and this Agreement has been duly authorised, executed and delivered by it, and is a valid and legally binding obligation on it, enforceable in accordance with the terms of this Agreement. The execution, delivery and performance of this Agreement and the Assignment does not violate, or constitute a breach of the constitutional documents of the Registrar, any law, regulation, court or tribunal order to which the Registrar is subject to, or any agreement, deed or undertaking entered into by the Registrar.
- xvii. In the event the Registrar is unable to continue to act as a Registrar to the Offer at any point of time, due to any order, injunction, direction of any statutory or regulatory or judicial or quasi-judicial or administrative authority, or otherwise it shall immediately inform the Company, each of the Selling Shareholders and the BRLMs and take steps, in consultation with and as per the direction of the Company, the Selling Shareholders and the BRLMs, and for a smooth transition of the data held by the Registrar in relation to the Offer and the Equity Shares (at no cost to the Company or the any of the Selling Shareholders for such transition) to another Registrar as may be appointed by the Company and the Selling Shareholders in consultation with the BRLMs. However, the Registrar shall continue to be liable for any acts done prior to such transition.

- xviii. It shall keep the Company, each of the Selling Shareholders and the BRLMs fully informed about the progress with regard to any legal action initiated against it and/or any of its group entities by any regulatory, judicial, quasi-judicial, governmental, administrative or statutory authority from time to time. The Registrar shall, in the event of any change in its status or constitution, obtain the permission of SEBI and any other regulatory, judicial, quasi-judicial, governmental, administrative or statutory authority, as may be applicable, and shall also immediately inform the Company, each of the Selling Shareholders and the BRLMs in case of any change in its constitution or status.
- xix. 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.
- xx. It shall hand over to the Company and each of the Selling Shareholders, as applicable, all records/data and all related documents which are in possession in its capacity as a registrar within 15 days from the date of termination of this Agreement or within 15 days from the date of cancellation of its certificate of registration as a registrar, whichever is earlier.
- xxi. It has formulated and implemented a comprehensive policy framework approved by its board of directors, and is in compliance with the SEBI circular no. SEBI/HO/MIRSD/CIR/P/2017/0000000100 dated September 8, 2017, the SEBI circular no. SEBI/HO/MIRSD/DOP/CIR/P/2019/110 dated October 15, 2019 and the SEBI circular no. SEBI/HO/MIRSD/DoP/CIR/P/2018/119 dated August 10, 2018 and has implemented all systems and policies required in such circulars.
- xxii. The Registrar shall provide all assistance in formulating and implementing any plan or any additional measures to be taken due to the impact of COVID-19 pandemic and lockdown on the Offer related activities, to ensure that the timelines and other requirements prescribed under Applicable Laws and as agreed by the Company, the Selling Shareholders and BRLMs are met. The Registrar confirms the COVID-19 pandemic has not resulted in any material adverse effect on the Registrar. The Registrar further confirms that it shall endeavour to render its services as the Registrar to the Offer under the terms set out in this Agreement, in compliance with any governmental and/or statutory regulations issued in connection with pandemics and in particular in respect of COVID-19.
5. The Company hereby declares that it has complied with and agree to comply with all statutory formalities under the Companies Act, the SEBI ICDR Regulations, and all other Applicable Laws, rules, regulations and guidelines, as required, to enable it to make the Offer. Each of the Selling Shareholders, severally and not jointly, hereby declares that it has complied with and agrees to comply with in all material respects all relevant statutory formalities under the Companies Act, 2013, the SEBI ICDR Regulations, and all other Applicable Laws, rules, regulations and guidelines, in relation to the Offer for Sale, to enable them to offer their respective Equity Shares in the Offer for Sale. The Company and each of the Selling Shareholders (only in relation to the respective portion of the shares offered by them in the Offer for Sale) also agree that they will coordinate with the Registrar and that they will not give any instructions which are in violation of any Applicable Laws or legislation, and any rules, regulations and guidelines issued by SEBI and any other statutory, regulatory, judicial, quasi-judicial, governmental or administrative authority. All obligations of the Parties shall be several and not joint and no Party shall be liable for any default by another Party. In case the Company or any of the Selling Shareholders give any instructions pertaining respectively to them, which are not in conformity with the Applicable Laws, the Registrar shall immediately notify the Company, each of the Selling Shareholders and the BRLMs in writing about such instructions pursuant to which the Company or the Selling Shareholders, as applicable, will be free to withdraw/ modify/ clarify such instructions, if required.

6. This Agreement entered into between the Parties is for engaging Link Intime India Private Limited as the Registrar to the Offer and does not in any way bind the Company or any of the Selling Shareholders to appoint Link Intime India Private Limited as the registrar and share transfer agent of the Company and/or the Selling Shareholders. The Company and each of the Selling Shareholders have the absolute right to appoint any other agency as their registrar and transfer agent. In the event of appointment of any other agency as the registrar and transfer agent other than Link Intime India Private Limited or its associates, the Registrar shall transfer/part with all and every information pertaining to the investors/shareholders available to it by virtue of being the Registrar to the Offer in a format compatible to the registrar and transfer agent appointed by the Company and the Selling Shareholders, in consultation with the BRLMs, without any additional charges.
7. The Parties, severally and not jointly, agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in Schedule II hereunder, which is indicative and not exhaustive and conforms to the model agreement contemplated under the SEBI ICDR Regulations and the RTA Regulations. The Parties may include further activities agreed upon but all the activities pertaining to the Assignment shall be listed and agreed upon mutually between the Parties. Further, the Registrar agrees to undertake all the obligations and responsibilities as the Registrar to the Offer specified in this Agreement, the Underwriting Agreement, the Share Escrow Agreement, the Escrow and Sponsor Bank Agreement, the Syndicate Agreement and any other agreement related to the Offer to which it is a party, the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus to be issued by the Company in relation to the Offer (collectively, the "Offer Documents"). The Registrar hereby consents to the inclusion of its name as the Registrar to the Offer, logo and other requisite details required under Applicable Law, in the Offer Documents and in all such other documents as are required for the Offer and agrees to provide a consent letter in a form and manner satisfactory to the Company, the Selling Shareholders and the BRLMs.
8. Without prejudice to the above, the duties of the Registrar in the Assignment will include, without limitation, the following activities:
  - i. To enter into the Escrow and Sponsor Bank Agreement with the Company, Selling Shareholders, the BRLMs, and the Banker(s) to the Offer, as applicable, wherein the Registrar shall issue requisite instructions to the Banker(s) to the Offer in terms of the Escrow and Sponsor Bank Agreement;
  - ii. To enter into the Share Escrow Agreement with the Company, and the Selling Shareholders, in terms of which the Selling Shareholders, prior to the filing of the RHP, shall open a share escrow account(s) ("Share Escrow Account(s)") with the Registrar on such terms as may be prescribed, wherein each Selling Shareholder shall transfer its respective portion of the Offered Shares within the prescribed timelines. The Registrar shall operate the Share Escrow Account(s) in terms of instructions issued under the Share Escrow Agreement and also ensure that the Offered Shares are transferred to the Share Escrow Account(s) in accordance with the Share Escrow Agreement;
  - iii. To enter into the 'Syndicate Agreement' with the Company the Selling Shareholders, the BRLMs and the syndicate members and the 'Underwriting Agreement' with the Company, the Selling Shareholders and the Underwriters in terms of which the Registrar shall provide the necessary notices and perform such other functions as may be agreed upon in accordance with such Underwriting Agreement;
  - iv. Liaising with the Depositories on behalf of the Company and each of the Selling Shareholders for obtaining the International Securities Identification Number (the "ISIN") and for finalising the tripartite agreement to be entered into with the Company and the Depositories;

- v. Facilitating dematerialisation, if required, of the Equity Shares held by the existing shareholders of the Company, including the Selling Shareholders, if required and of any other persons as may be required under Applicable Laws prior to the filing of the DRHP;
- vi. Facilitating conversion, if required of any outstanding convertible securities held by the existing Shareholders of the Company, if any, including the Selling Shareholders to Equity Shares prior or post the filing of the DRHP till the filing of the RHP, as may be required under Applicable Laws;
- vii. Provide detailed instructions to the Bankers to the Offer, SCSBs, members of Syndicate, Collecting Depository Participants (the "CDPs"), sub-Syndicate members/ agents, Registrars to the Offer and Transfer Agents registered with SEBI (the "RTAs") and Registered Brokers who are authorised to collect ASBA Forms from the Bidders in relation to the Offer (collectively, the "Designated Intermediaries"), including the format and timeline of receipt of information;
- viii. Providing/ specifying the format and timelines to the Designated Intermediaries in which information in relation to ASBA or the UPI Mechanism is required;
- ix. Providing intimation on the amount of processing fees payable to SCSBs and the Sponsor Bank with respect to the syndicate, ASBA and brokerage and selling commission for the members of the Syndicate, Registered Brokers, RTAs and CDPs, and intimating the basis of commission payable to the SCSBs, the Registered Brokers, the CDPs and the RTA to them before the Bid/Offer Opening Date;
- x. Intimating to the Designated Intermediaries and the Sponsor Bank before the Bid/Offer Opening Date, the basis of the commission/selling commission payable, the Bid/Offer Opening Date and Bid/Offer Closing Date/time, including details of revision in Price Band, Floor Price, Bid/ Offer Period, if any;
- xi. Finalising with the Company, each of the Selling Shareholders and the BRLMs on the amount of processing fees, brokerage and commission payable to the Designated Intermediaries;
- xii. Ensuring that, with respect to Retail Individual Bidders using the UPI Mechanism, there will be no physical movement of the ASBA Forms to the SCSBs;
- xiii. Intimating to the Designated Intermediaries before opening of the Offer, the basis of the commission/processing fees payable, the Bid/Offer Opening Date and Bid/Offer Closing Date, including details of revision in Price Band, Floor Price, Bid/Offer Period, if any;
- xiv. Providing inputs for finalising the Bankers to the Offer and assist in identification of the collecting branches at the collection centres, finalised;
- xv. Ensuring that Bids made through the UPI Mechanism have been made only through the SCSBs/ mobile applications whose name appears on the SEBI website ([www.sebi.gov.in](http://www.sebi.gov.in)) on the following path:
- xvi. Home » Intermediaries/Market Infrastructure Institutions » Recognised Intermediaries » Self Certified Syndicate Banks eligible as issuer banks for UPI;
- xvii. Follow up with the Sponsor Bank, Bankers to the Offer and the SCSBs for receipt of final certificates with respect to the subscription monies collected and reconciling any data mismatches with the Sponsor Bank, Banker to the Offer and SCSBs and advising the members of the syndicate to be appointed by the BRLMs through the Stock Exchanges, of the mismatches, if any, that may warrant a correction of the Bid data;
- xviii. Submitting the details of cancelled/withdrawn/deleted applications to SCSB's on a daily basis within

an hour of bid closure time from the Bid/Offer Opening Date till Bid/Offer Closing Date by obtaining the same from the Stock Exchanges. Registrar shall keep a track of details of unblock of applications received from SCSBs, on a daily basis, in the format prescribed in the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021. The Registrar shall further (i) prepare a list of SCSBs who do not provide a confirmation as per Annexure IV of the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, (ii) prepare and assist the BRLMs in computing compensations payable in accordance with such circular; and (iii) follow up with SCSBs for confirmations and collate the confirmations, in the format prescribed in such circular;

- xix. The Registrar shall provide the allotment/revoke files to the Sponsor Bank by 8:00 PM on the day when the Basis of Allotment has to be finalized;
- xx. It shall receive pending applications for unblock submitted with it, not later than 5.00 pm, on the next Working Day following the Basis of Allotment in accordance with the SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021;
- xxi. Submitting the bank-wise pending UPI applications for unblocking SCSBs along with the allotment file, not later than 6:30 pm on next Working Day following the finalisation of the Basis of Allotment. The Allotment file shall include all applications pertaining to full-Allotment/partial-Allotment/non-Allotment applications etc.;
- xxii. Communicating all complaints received from investors pertaining to, among others, blocking or unblocking of funds, immediately on receipt, to the post issue BRLM, and ensuring the effective redressal of such grievances;
- xxiii. The sole responsibility of the Registrar to procure and collect the final certificates from all the SCSBs and the Sponsor Bank, as the case may be, including the syndicate SCSBs, participating in the Offer, within two Working Days from the closure of the Offer;
- xxiv. While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates and confirm that such certificates, duly signed on the letterhead/ stamped, have been received within specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI. The Registrar shall also advise the members of the syndicate to be appointed by the BRLMs of the mismatches, if any, that may warrant a correction of the Bid data;
- xxv. Ensuring that SCSBs applying through ASBA, if any, shall apply in the Offer through a separate account opened with another SCSB. Failure to apply through another account with another SCSB shall be rejected under technical grounds;
- xxvi. To obtain from the Depositories the demographic details of the Bidders (including PAN and MICR code) and to check this data with the Bid file and highlight any discrepancies. In the event the PAN is missing to check whether the Bidder falls under the Sikkim category or any other exempt category;
- xxvii. To review the sections related to offer procedure in the Offer Documents and confirm their accuracy;
- xxviii. Receiving and providing inputs to the Company for designing and printing the Bid cum Application Forms and ensuring that the Floor Price or the Price Band is pre-filled in the Bid cum Application Forms made available on the website of the Stock Exchanges and the Designated Intermediaries;
- xxix. To advise the Company on the amount of stamp duty payable and the mode of payment of such stamp duty, on the Equity Shares being issued under the Fresh Issue;



- xxx. Preparing the Confirmation of Allocation Note ("CAN"), and the revised CAN, for Anchor Investors, Allotment Advice for ASBA Bidders and any other pre and post Offer related stationery;
- xxxi. Collecting within the timelines provided under the circulars and regulations notified by the SEBI and in the manner as specified by the Company, the Selling Shareholders and the BRLMs:
- a. Bid cum Application Forms reconciled data, bank schedules and final certificates from various centres of the Designated Intermediaries, the Bid cum Application Forms with respect to Anchor Investors from the BRLMs, and the data/information with respect to Bid Amount of Anchor Investors from the Escrow Collection Banks within the specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI. The Registrar shall make best efforts to collect the aforesaid information and documents within the timelines prescribed under Applicable Laws;
  - b. the electronic Bid file/data from the Stock Exchanges;
  - c. Coordination and obtaining certificate of blocked funds, in respect of Bids made by RIBs by way of UPI Mechanism from Sponsor Bank after closure of Bid/ Offer Closing Date;
  - d. aggregate data in relation to the total number of Bids uploaded by the Designated Intermediaries and the Sponsor Banks and the total number of Equity Shares and the total amount blocked against the uploaded Bids, from each Designated Intermediary and the Sponsor Bank;
  - e. soft and hard copies, as applicable, of bank schedules, reconciled data, provisional certificates and final certificates from all centres of the SCSBs and the Sponsor Bank/Stock Exchanges, as applicable, and in relation to the Anchor Investors, the Anchor Investor Application Form from the BRLMs and the data/information with respect to the Bid Amount of Anchor Investors from the Escrow Collection Banks;
  - f. PAN, DP ID, Client ID, UPI ID and other demographic details of valid beneficiary accounts from the Depositories;
  - g. application form and relevant consignment details from Escrow Collection Banks and the SCSBs and other Designated Intermediaries;
  - h. In each case, in accordance with the instructions of the Company, the Selling Shareholders and the BRLMs and subject to reporting any disruptions/delay in the flow of applications from the Designated Intermediaries to the Company, the Selling Shareholders and the BRLMs, the Registrar shall take all necessary steps to avoid any delay in order for the process to be completed within the applicable timelines;
- xxxii. The Registrar shall ensure that timely follow-up and best efforts are carried out by it to collect all the Bid cum Application Forms;
- xxxiii. To process all Bids along with bank schedules received from the Designated Intermediaries and the Bankers to the Offer in respect of the Offer and the electronic Bid file received from the Stock Exchanges in respect of the Offer;
- xxxiv. To advise the Designated Intermediaries through the Stock Exchanges of the mismatches, if any, that

may warrant a correction of Bid data;

- xxxv. Prepare a physical book on the basis of Bids received from Anchor Investors and deliver the same to the Company, each of the Selling Shareholders and the BRLMs;
- xxxvi. To screen, identify and list Bid cum Application Forms with technical errors, multiple applications or those that could be considered liable for rejection as per regulations issued by SEBI and other relevant government bodies and as specified in the Offer Documents and rejecting such Bid cum Application Forms in consultation with the Company, the Selling Shareholders and the BRLMs. It is understood that a technical rejection list will be prepared based on the electronic Bid files received from the Stock Exchanges without reference to the physical Bid cum Application Forms;
- xxxvii. On closure of the Offer, collect the Bid file from the Stock Exchanges/ the BRLMs and validate the DP ID, Client ID, UPI ID and PAN with the depository database and provide a file to the BRLMs and the concerned Designated Intermediary of the erroneous Bids which will be considered as invalid;
- xxxviii. Deliver the Bid file received from the Stock Exchanges containing the application numbers, number of Equity Shares, amount and any other additional fields as may be required by the Escrow Collection Bank to all the SCSBs and the Escrow Collection Bank, who shall use such information for validation;
- xxxix. To ensure that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, guidelines and notifications and as specified in the Offer Documents;
  - xl. To inform the Designated Intermediaries and the BRLMs of any errors in the Bid details, along with advice to send the rectified data within a specified date;
  - xli. To reconcile the compiled data received from the Stock Exchanges with the details of collection/blocked amount received from the Escrow Collection Bank, the Sponsor Bank, the SCSBs and the BRLMs, and match the same with the depository database for correctness of DP ID, Client ID, UPI ID and PAN;
  - xlii. To reject the Bids in case the DP ID, UPI ID, Client ID and PAN mentioned in the Bid cum Application Form and as entered into the electronic Bidding system of the Stock Exchanges by the Designated Intermediaries and SCSBs do not match with the DP ID, Client ID, UPI ID and PAN available in the depository database and which have not been rectified by the relevant Designated Intermediary within the specified date;
  - xliii. To reject the Bids made by duplicate copies of the same Bid cum Application Form (i.e. two Bids bearing the same unique identification number);
  - xliv. To reject Bids made using the UPI Mechanism which are not made in accordance with the UPI Circulars;
  - xlv. To forward the exception report to the Stock Exchanges for dissemination to the Designated Intermediaries no later than one Working Day from the Bid/Offer Closing Date or such earlier time as may be prescribed under Applicable Laws;
  - xlvi. To coordinate with the Escrow Collection Banks (in case of applications by Anchor Investors) and Designated Intermediaries (in case of applications by ASBA Bidders) for submission of provisional and final certificates, after taking into account rectifications, if any and reconciling any data mismatches with the Escrow Collection Banks and the Designated Intermediaries as the case may be, and ensuring

- the accuracy of such final certificates in accordance with the Applicable Laws;
- xlvii. Deliver the Bid file received from the Stock Exchanges containing the application numbers, number of Equity Shares, amount and any other additional fields as may be required to all the SCSBs and Sponsor Bank who shall use such information for due validation;
  - xlviii. To follow and complete all processes provided in the Offer Documents, as applicable;
  - xlix. To complete validation of beneficiary account details, including to confirm status of QIBs such as mutual funds, Systemically Important Non-Banking Financial Companies, banking companies and insurance companies;
    - i. To immediately inform the Company, each of the Selling Shareholders and the BRLMs in case of any requests for withdrawals during the Bid/Offer Period and maintain the details of the Bids submitted by the Bidders which have been withdrawn prior to the Bid/Offer Closing Date. Further, the Registrar shall submit the details of cancelled/ withdrawn/deleted Bids to SCSBs on a daily basis within 60 minutes of the Bid closing time from the Bid/Offer Opening Date till the Bid/Offer Closing Date, in the manner set out in the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, as amended. The Registrar shall also collect and maintain records of the requisite certificate from the SCSBs in accordance with the abovementioned circular and in the format prescribed thereunder. The Registrar shall also provide the consolidated compliance of all SCSBs to the BRLMs for onward submission to SEBI as and when sought;
    - ii. To co-ordinate with the Sponsor Bank/SCSBs and submit a comprehensive report on the status of debit/unblock requests of Allottees/non-Allottees to the BRLMs within the timelines specified in and in the format mentioned by SEBI;
    - iii. To ensure that SCSBs applying through the ASBA process shall apply in the Offer through a separate account opened with another SCSB, and reject Bids by SCSB under technical grounds if the former is not complied with;
    - liii. To assist in seeking approval of the Basis of Allotment with the Designated Stock Exchange as per the SEBI ICDR Regulations and the relevant provisions of the Offer Documents along with the BRLMs, the Selling Shareholders and the Company;
    - liv. To prepare the complete list of valid applications (after all rejections), and present the same category-wise to the Company, each of the Selling Shareholders and the BRLMs;
    - lv. To communicate to the Company, each of the Selling Shareholders and the BRLMs at the earliest in the event of discrepancy between online system of the Stock Exchanges and the Banker to the Offer/ SCSB's data;
    - lvi. To keep a proper record of Bid cum Application Forms and monies received from Bidders and paid to the Escrow Account(s) or blocked in the respective ASBA Accounts of the ASBA Bidders and reporting the amount of Bid cum Application Forms collected, monies received from the Bidders and the amount deposited in the Escrow Account(s) opened for the purposes of the Offer as may be agreed between the Company, the BRLMs and the Registrar, on a daily basis at the end of the Bidding to the Company, the Selling Shareholders and the BRLMs;
    - lvii. To provide exceptions to enable the Company, each of the Selling Shareholders, to the extent applicable and the BRLMs to take decision on the Bids;

- lviii. To enter accurate data based on physical Bid cum Application Forms for the purpose of preparation of Designated Intermediary performance report and for resolution of investor grievances, where applicable;
- lix. To ensure that the Designated Intermediary's performance is calculated based on the broker/syndicate member terminal IDs and the application ranges shared by all the BRLMs, and the investor grievance is resolved based on the bid file received from the Stock Exchanges and the data shared by all the SCSBs, and the data is retained for record keeping;
- lx. To validate the electronic bid details with the Depository records and to reconcile the final certificates received from the SCSBs and the Sponsor Bank with the electronic bid details in terms of the SEBI circular bearing reference no. CIR/CFD/DIL/3/2010 dated April 22, 2010, the SEBI circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, SEBI circular bearing reference no. CIR/CFD/DIL/4/2013 dated January 23, 2013, SEBI circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, SEBI circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016 and SEBI circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/22) dated February 15, 2018 the SEBI Circular bearing reference no. SEBI/HO/MIRSD/DOP1/CIR/P/2018/73 dated April 20, 2018, SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021 and the UPI Circulars, on the basis of which the Basis of Allotment will be finalised and ensure compliance with all applicable regulations and guidelines including the UPI Circulars;
- lxi. To prepare a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Investors and Retail Individual Bidders. The list should indicate the technical reasons for rejection of all above mentioned investor categories and should be provided within one Working Day from the closure of the Offer. The Registrar shall also provide exceptions, if any, to enable the Company and the BRLMs to take decision on the Bids;
- lxii. To prepare a technical rejection list based on the electronic Bid files received from the Stock Exchanges;
- lxiii. To prepare and send the Confirmation Allocation Note (the "CAN"), and the revised CAN, if any, to the Anchor Investors and the Allotment Advice to ASBA Bidders as applicable who have been Allotted Equity Shares in the Offer and any other pre and post Offer related stationery;
- lxiv. In relation to Bids made in the QIB Portion, match/validate the QIB Bid file details with the demographic details in the depository database and confirm the status of QIBs as mutual funds, foreign portfolio investors, banking companies and insurance companies;
- lxv. To identify inactive demat accounts, if any, well in advance for effective lock-in in accordance with the SEBI ICDR Regulations;
- lxvi. To reconcile on a regular basis, the data between the Bids registered on the online bidding system of the Stock Exchanges and bank schedules and the final certificate received from the Sponsor Bank, Escrow Collection Banks and SCSBs; to deliver communication to the Company and the Selling Shareholders and the BRLMs at the earliest in the event of discrepancy between Bids registered on the online bidding system of the Stock Exchanges and bank schedules and the final certificate received from the Sponsor Bank, Escrow Collection Banks and SCSBs. The Registrar shall discuss the results of such reconciliation with the BRLMs, the Sponsor Bank, Escrow Collection Banks, SCSBs, and the

Syndicate Members, in a timely manner;

- lxvii. To deliver the Bid file received from the Stock Exchanges containing the application numbers, number of Equity Shares, amount and any other additional fields as may be required by the SCSBs who shall use such information for validation at their end;
- lxviii. To provide correct data in time, and in no event later than two Working Days from the closure of the Offer or such other time as may be prescribed under Applicable Laws, to enable the Company and the Selling Shareholders in consultation with the BRLMs to determine and finalise the Basis of Allotment after proper rejections of invalid or incorrect applications as per the Red Herring Prospectus and Prospectus and in compliance with SEBI ICDR Regulations in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment;
- lxix. To prepare a list of Allottees entitled to Allotment of the Equity Shares and preparing the CAN (if any), Allotment Advice in consultation with the Company, the Selling Shareholders and the BRLMs, post communication of the Basis of Allotment by the Company and prepare funds unblocking schedule based on approved Basis of Allotment and to assist the Company and the Selling Shareholders in its corporate action for credit of Equity Shares upon Allotment/lock-in for pre-Offer share capital within the timeline prescribed by SEBI from time to time, and in giving instructions to the Depositories to carry out the corporate action for credit of Equity Shares upon allotment/ lock-in for the pre-Offer share capital as per the SEBI ICDR Regulations (except Equity Shares offered for sale by the Selling Shareholders) within three Working Days from the Bid/Offer Closing Date and in accordance with the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within the timelines prescribed by SEBI and Applicable Laws from time to time. For any delay attributable to the Registrar, the Registrar will be responsible and if any interest or any damages are payable on account of such delay then the Registrar shall be bound to indemnify the Company, each of the Selling Shareholders and each of the BRLM Indemnified Parties, for the cost incurred on account of payment of such interest or damages;
- lxx. To keep accurately, at all times, the electronic records relating to Bids received from all SCSBs, the Designated Intermediaries and the BRLMs, including:
  - a. Bids from the online bidding system of the Stock Exchanges and Bids furnished by SCSBs, the Designated Intermediaries and the BRLMs;
  - b. Particulars regarding the monies blocked in the ASBA Account or through the UPI Mechanism of the respective ASBA Bidders;
  - c. Particulars relating to the allocation and Allotment of Equity Shares against valid Bids;
  - d. Particulars relating to the requisite money to be transferred to Public Offer Account, in accordance with the terms of this Agreement, the Escrow and Sponsor Bank Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act; and
  - e. Particulars relating to, rejected /withdrawn/ unsuccessful Bids.
- lxxi. To specifically record cases of multiple Bids and keep them available for inspection along with the relevant records, namely the electronic data received from the Stock Exchanges and the data validated from the Depositories;
- lxxii. To prepare a distribution schedule and analysis form (for purposes of the Stock Exchanges or the

Company and the BRLMs);

- lxxiii. Prepare the following registers and other data:
- a. Top 50/100/200 shareholders (for the Stock Exchanges);
  - b. Allotment registers;
  - c. Register of members;
  - d. Index of members;
  - e. Return of Allotment (for the Registrar of Companies);
  - f. Cross Reference Register;
  - g. Postal journal for documents mailed; and
  - h. Any other registers and/ or data as may be requested by the Company. The Selling Shareholders and/ or the BRLMs in relation to the Offer.
- lxxiv. To ensure that allotment made is correct and timely uploading of the correct file in the depository system is made;
- lxxv. To co-ordinate with the concerned Depository and ensuring that the number of Equity Shares allocated to each category of Bidders is correct in all respects;
- lxxvi. Post communication of the Basis of Allotment by the Company, to prepare of list of Allottees entitled to Allotment of Equity Shares and preparing instructions for transfer/unblocking of funds from the Escrow Account/ASBA Account ("Escrow Account") to the Public Offer Account and from Escrow Account to the Refund Account, as applicable;
- lxxvii. Preparation of the fund transfer schedule along with reconciliation of total funds received, amount proposed to be transferred, in each case duly certified by the Registrar based on approved Allotment and upon finalisation of the Basis of Allotment, to provide the following details to (i) SCSB for ASBA Bids; and (ii) Escrow Collection Banks/Sponsor Bank with respect to the amount deposited by the Anchor Investors in the Escrow Accounts, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Offer Account within the timelines specified under Applicable Laws, including SEBI circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, SEBI circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, and the UPI Circulars:
- a. Number of Equity Shares to be allotted against each valid Bid and the list of successful Bidders;
  - b. Amount to be transferred from the relevant ASBA Account/ UPI linked bank account or the Escrow Account to the Public Offer Account (or the Refund Account, if so required), for each valid Bid and the date by which such amounts are to be transferred and ensuring that relevant amounts have been transferred as per the prescribed timelines under Applicable Law;
  - c. The date by which the funds referred herein above, shall be transferred to the Public Offer Account in accordance with the terms of this Agreement, the Offer Documents and under

Applicable Law;

- d. Details of rejected Bids, if any, along with reasons for rejection and details of unsuccessful Bids, if any, to enable the Bankers to the Offer or the SCSBs or the Sponsor Bank to refund the amount or unblock the relevant bank accounts, as the case maybe; and
  - e. Providing bank wise data of Allottees, the amount corresponding to the Equity Shares to be allotted and the refund amount to be credited to the Refund Banks.
- lxxviii. In case of failure of the Offer, to give appropriate instructions for unblocking of the relevant bank accounts/ issue instructions for refund (for all amounts payable to unsuccessful Bidders (other than ASBA Bidders) and also any excess amount paid on Bidding, after adjusting for allocation/ Allotment to Bidders) as the case may be, all within the timelines prescribed under the Offer Documents, this Agreement, SEBI ICDR Regulations, or the circulars (including the SEBI Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021 and the SEBI Circular No. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021), regulations issued by the SEBI, the Red Herring Prospectus and the Prospectus;
- lxxix. In accordance with instructions received from the Company and each of the Selling Shareholders to give instructions to the concerned Depository for credit of Equity Shares in accordance with the Share Escrow Agreement to the successful Bidders including the transfer from the Share Escrow Account(s) after the approval of Allotment and ensure that correct credit to respective demat accounts is made in timely manner, as specified in the Offer Documents and required under applicable legislations, rules and regulations issued by SEBI;
- lxxx. To receive the confirmation of credit of the Equity Shares to the demat accounts of the successful Bidders from each of the Depositories and submit the same to the Stock Exchanges and file, along with the Company, the Allotment details with the Designated Stock Exchange and confirm that all formalities are completed;
- lxxxi. To give instructions to the Depositories to carry out lock-in for the pre-Offer share capital of the Company and receive confirmation from the Depositories;
- lxxxii. To dispatch letters of Allotment/Allotment Advice, refund orders, CAN (if any), unblocking/intimations and credit of the Equity Shares to the Allottees' respective demat accounts within the time frame indicated in the Offer Documents subject to certain cases kept in abeyance in consultation with the Company, the Selling Shareholders and the BRLMs and assist the Company, the Selling Shareholders and the BRLMs in filing of the confirmation of refund dispatch with the Stock Exchanges. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by the SEBI and as included in the Offer Documents and maintaining proper records of such refunds;
- lxxxiii. To issue duplicate refund orders after obtaining suitable indemnity bond or confirmation from the Refund Bank that the original is not paid and stop has been noted against the same, if applicable;
- lxxxiv. To revalidate refund orders, where permitted, if applicable;
- lxxxv. To carry out due procedures in relation to processing of multiple applications as provided in the Offer Documents;
- lxxxvi. To comply with the effective procedure for monitoring the activities of intermediaries, which will be

established in consultation with the Company, the Selling Shareholders and the BRLMs;

- lxxxvii. Finalisation of various post-Offer monitoring reports such as final post-Offer monitoring report, along with relevant documents/certificates, in consultation with the post-Offer BRLM, the Selling Shareholders and the Company, to be submitted to SEBI within the stipulated time and shall ensure that such reports are based on authentic and valid documentations received from the members of Syndicate and the Bankers to the Offer;
- lxxxviii. To ensure that proper investor grievance handling mechanism is in place at its office during the Bid/Offer Period and after closing of the Offer, as per applicable regulations and to maintain a complete and accurate record in respect of the grievances dealt with under this mechanism and ensure that such records are maintained for a period of at least eight years subject to any commercial agreement with the Company and/or the Selling Shareholders for storage of such records and are made available to the Company at regular intervals;
- lxxxix. To provide all the data, documents, relevant statements/reports for finalisation of the Basis of Allotment, listing and trading, post-Offer monitoring reports, etc., within timelines mentioned in the Offer Documents, in consultation with the Company, the Selling Shareholders and the BRLMs;
- xc. To submit relevant documents to the Stock Exchanges for the purpose of obtaining listing and trading approvals;
- xci. To ensure that the Offered Shares are transferred to the Share Escrow Account in accordance with the Share Escrow Agreement;
- xcii. To ensure timely deposit of the Equity Shares in the Share Escrow Account and to ensure that the transfer of the Offered Shares from each of the Selling Shareholders to the successful Bidders is undertaken in a timely manner in accordance with the Share Escrow Agreement and Applicable Laws;
- xciii. To settle investor complaints and grievances pertaining to Allotment of Equity Shares, refund orders, delay in dispatch of Allotment Advice, refund orders or any investor grievances related to the Registrar's scope of services, complaints, communications received from the SEBI, the Stock Exchanges and other regulatory agencies in a timely manner in accordance with any applicable legislation and any rules, regulations and guidelines issued by SEBI, and provide requisite reports to the Company, each of the Selling Shareholders and the BRLMs during the Offer Period and after closing of the Offer;
- xciv. To assist the Company, each of the Selling Shareholders and the BRLMs in providing necessary reports/information and complying with formalities relating to release of security deposit to be placed by the Company and the Selling Shareholders with the Designated Stock Exchange;
- xcv. To coordinate with the Refund Banks for dispatch of refunds whenever the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds;
- xcvi. To coordinate with the Sponsor Bank, SCSBs, the BRLMs, NPCI etc. for completing the post-Offer related formalities in relation to the Offer;
- xcvii. To coordinate with Sponsor Bank/SCSBs and submit a comprehensive report on the status of debit/unblock requests of Allotees/ non-Allotees to the BRLMs within the timelines specified in and in the format mentioned in Annexure B of SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, as amended;



- xcviii. In accordance with Applicable Law, ensuring the timely unblocking of funds or in case of Anchor Investors, refund of the monies received from the Bids (or part thereof) which are unsuccessful or rejected (to the extent they are unsuccessful or rejected);
- xcix. To initiate corporate action to Allot Equity Shares to successful Bidders including by transfer Equity Shares from the Share Escrow Account to successful Bidders, after the approval of Allotment of Equity Shares;
- c. To ensure that all steps for completion of necessary formalities for listing and commencement of trading of the Equity Shares at all the Stock Exchanges where the Equity Shares are proposed to be listed, are taken within six Working Days from the date of closure of the Offer or within such timeline as prescribed by SEBI from time to time;
- ci. To give instructions to transfer the funds from the Escrow Account to the Public Offer Account, as required, for eventual credit to the Company and the Selling Shareholders in accordance with the Offer Documents and Applicable Laws;
- cii. To consolidate the list of subscriptions received through the Underwriters and evaluating their performance and/ or to prepare a statement of selling commission payable, if any, and to arrange for their dispatch;
- ciii. To provide data to assist the Company, each of the Selling Shareholders and the BRLMs in publishing the Basis of Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading in all newspapers where the pre-Offer, Bid/ Offer Opening Date and Bid/Offer Closing Date advertisements have appeared earlier;
- civ. To provide weekly reports to the Company, each of the Selling Shareholders and the BRLMs and as may be required by the Company, the Selling Shareholders and the BRLMs on the (i) status of Equity Shares lying in the Share Escrow Account; (ii) status of refunds received undelivered and electronic refunds rejected and steps taken to resend the refunds to investors; and (iii) status of redressal of investor complaints and pending investor complaints received in the format specified by the Company the Selling Shareholders and the BRLMs;
- cv. To capture data from the electronic Bid data files for the purpose of payment of brokerage/processing fees and preparation of schedule of brokerage payable to the BRLMs and the Designated Intermediaries based on the terminal from which the Bid has been uploaded;
- cvi. To provide detailed statements for payment of brokerage, including providing within the timelines prescribed by SEBI from time to time, the commission/processing fees payable to the Designated Intermediaries. The payment to Registered Brokers shall be made in accordance with SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012 and as disclosed in the Offer Documents. The payment to CDPs and RTAs shall be made in accordance with SEBI circular CIR/CFD/POLICYCELL/ 11/2015 dated November 10, 2015 and as disclosed in the Offer Documents. The quantum of commission payable shall be determined on the basis of the applications which have been considered eligible for the purpose of Allotment, in accordance with Applicable Law;
- cvii. To ensure compliance with all applicable regulations and guidelines, including the provisions of the SEBI Circular bearing reference no. CIR/CFD/DIL/3/2010 dated April 22, 2010, the SEBI Circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI Circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, the SEBI Circular bearing reference no. CIR/CFD/DIL/ 4

/2013 dated January 23, 2013, the SEBI Circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, the SEBI Circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016, the SEBI Circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016 and the SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/22) dated February 15, 2018 and the UPI Circulars;

- cviii. To ensure compliance with the UPI Circulars in relation to UPI as a payment mechanism for making applications in public issues, including but not limited to, coordinating with the Sponsor Bank and undertaking all necessary activities in this regard;
  - cix. Providing data to the Company and the BRLMs for necessary filings with the Reserve Bank of India;
  - cx. Where the Registrar is required to liaise with third parties, including the Designated Intermediaries and the Sponsor Bank for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within the prescribed timelines so that there is no delay in completing the Assignment within the prescribed timelines;
  - cxii. To provide assistance to the Company, each of the Selling Shareholders and the BRLMs in all other work incidental to or connected with processing of electronic Bids, applications for issue/ refund to Anchor Investors/ Allotment/ investor services/ listing permission/ trading permission/ connectivity with the Depositories;
  - cxiii. To provide in a timely manner all accurate information to be provided by it under this Agreement;
  - cxiii. To share the Basis of Allotment file, if sought by SCSBs, so that the SCSBs shall have access to the allotment ratio for the purpose of arriving at the compensation payable to Retail Individual Bidders in an initial public offering in terms of the SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018; and
  - cxiv. At the time of finalization of the Basis of Allotment, the Registrar shall check compliance for a single FPI using PAN, in terms of the SEBI circular bearing reference number IMD/FPIC/CIR/P/2018/114 dated July 13, 2018. Further, the Registrar shall obtain validation from the Depositories for the FPIs who have invested in the particular primary market issuance to ensure there is no breach of investment limits set out under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019, as amended ("FPI Regulations").
9. In connection with the Offer, the Registrar shall maintain accurately and with reasonable care such records as are required to be maintained under Applicable Law, including the RTA Regulations and for the minimum duration prescribed under Applicable Law, without limitation, the following:
- i. all the Bid cum Application Forms received from Bidders by the Syndicate, the SCSBs, the Sponsor Bank and the Registered Brokers, SEBI Registered RTAs, DPs authorised to accept and bid as per information provided on the websites of the stock exchanges in respect of the Offer, the data/information received from the SCSBs and the Sponsor Bank including but not limited to bank schedule, final certificate and schedule relating to the amount blocked by SCSBs in the ASBA Account and final Bid file received from the Stock Exchanges and data received from the Bankers to the Offer;
  - ii. all the electronic records, including reconciled data, bank schedules and certificates, relating to Bids received from all Designated Intermediaries including Bids collected from the online bidding system of the Stock Exchanges and the Designated Intermediaries furnished by the BRLMs and the Designated Intermediaries;

- iii. all the Bid cum Application Forms of Bidders rejected and reasons thereof and details of the rejected, withdrawn or unsuccessful Bid cum Application Forms;
- iv. particulars relating to rejected/ withdrawn/ unsuccessful bids and details of Bids submitted by the Bidders which have been withdrawn;
- v. particulars relating to all the rejected/ withdrawn/ unsuccessful Bids in the electronic file which do not get validated for the DP ID/Client ID/ UPI ID and/or PAN with the depository database;
- vi. Basis of Allotment of Equity Shares to the successful Bidders as finalized by the Company and the Selling Shareholders in consultation with the BRLMs and the Designated Stock Exchange, along with relevant annexures and details;
- vii. demographic details obtained from the concerned Depositories;
- viii. terms and conditions of the Offer of the Equity Shares;
- ix. particulars relating to allocation and Allotment of Equity Shares against valid Bids;
- x. list of names of successful Bidders and unsuccessful Bidders;
- xi. particulars relating to the allocation and Allotment of the Equity Shares pursuant to the Offer;
- xii. particulars relating to the monies to be transferred to the Public Offer Account from the respective ASBA Accounts against valid Bids and the refunds to be returned/unblocked to the Bidders;
- xiii. particulars relating to the amounts collected from SCSBs where the Bids were uploaded by the BRLMs and the Designated Intermediaries;
- xiv. details of multiple electronic Bids submitted by Bidders (determined on the basis of common PAN) and rejected by the Registrar;
- xv. particulars relating to the monies to be transferred to the Public Offer Account from the respective ASBA Accounts, against valid Bids;
- xvi. particulars relating to the requisite money to be transferred to the accounts of the Selling Shareholders against valid Bids;
- xvii. reconciliation between the compiled data received from the Stock Exchanges and the details of collections / blocked amount received from the Sponsor Bank, SCSBs, BRLMs and the Bankers to the Offer and reconciliation between funds deposited with the Banker(s) to the Offer / Escrow Banks or any of their correspondent banks and total of amounts stated in Bid cum Application Form and also match the same with the Depositories' database for correctness of DP ID, Client ID, UPI ID and PAN;
- xviii. reconciliation between funds deposited in the Bankers to the Offer or any of their correspondent banks and total of amounts stated in the Anchor Investor Form;
- xix. monies received from Bidders and paid to the Escrow Account(s) or blocked in the respective ASBA Accounts of the ASBA Bidders and reporting the amount of Bid cum Application Forms collected, monies received from the Bidders and the amount deposited in the Escrow Account(s) opened for the

purposes of the Offer on a regular basis to the Company, the Selling Shareholders and the BRLMs as required by the Company, the Selling Shareholders and the BRLMs;

- xx. refund orders dispatched to Anchor Investors in respect of application monies received from them in accordance with the Escrow and Sponsor Bank Agreement, the Offer Documents, the SEBI ICDR Regulations, and the Companies Act;
- xxi. refund orders, as applicable, dispatched to Bidders in respect of application monies received from them in response to the Offer revalidation and issue of duplicate refund orders;
- xxii. Allotment Advices, as applicable, dispatched to Bidders in respect of application monies received from them in response to the Offer revalidation;
- xxiii. details of files in case of refunds to be sent by electronic mode such as NACH, RTGS, NEFT, direct credit etc. as applicable;
- xxiv. details of demand drafts issued, if any, as applicable;
- xxv. records of correspondence in respect of investor complaints, grievances or queries;
- xxvi. records of investor communication, including withdrawal requests, and communication for verifying PAN, DP ID, Client ID and UPI ID details;
- xxvii. 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;
- xxviii. records of pre-printed Offer stationery, including CAN (if any), revised CAN (if any), Allotment Advice, refund intimations and duplicate refund warrants showing details of such stationery received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;
- xxix. complaint register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner in which disposed of. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly; and
- xxx. such other records as may be specified by SEBI, the Company, the Selling Shareholders, the Designated Intermediaries and/or the BRLMs for carrying on the activities as Registrar to the Offer.

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

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

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

Confidential Information about the Company, the Selling Shareholders, the Offer or the demographic details given by the Bidders which comes to its knowledge in its capacity as the Registrar to the Offer.

"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 and the Company and the Selling Shareholders, details of refunds made, allotment letters dispatched, details of devolvement on underwriters, particulars such as phone numbers, e-mail IDs, facsimile numbers, website addresses, physical office addresses and other particulars of the Company, the directors, key managerial personnel and officers and auditors and advisors of the Company or the Selling Shareholders, names, addresses, telephone numbers, fax numbers, contact persons, website addresses and e-mail addresses of the BRLMs, Bankers to the Offer, brokers to the Offer, Syndicate Members, SCSB, depository participants, disputes and grievances, any, software or related technical information, marketing data and techniques, operation, software or related technical information, know-hows, proprietary information, financials, processes, 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 the regulatory and statutory provisions.

The provision of this Clause 10 shall survive the date of termination or expiration of the Agreement, whichever is earlier.

11. The Registrar shall provide accurately and in a timely manner all information to be provided by it under this Agreement, to ensure proper Allotment and transfer of the Equity Shares, dispatch of instructions to SCSBs and Bankers to the Offer to unblock the bank accounts of the respective ASBA Bidders or release funds from the Escrow Account as the case may be, pursuant to approval of Basis of Allotment by the Designated Stock Exchange and refunds to Anchor Investors without delay, including providing the Bankers to the offer with details of the amount to be refunded to the Anchor Investors. The Registrar shall be responsible for the correctness and validity of the information relating to any refunds required to be made that has been provided by the Registrar to the Bankers to the Offer, the Refund Bankers, or any of their correspondent banks.
12. The Registrar shall be responsible for the correctness and validity of the information furnished by it to the Designated Intermediaries and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.
13. The Registrar shall ensure that:
  - i. investors shall be sent first response within three Working Days after receipt of complaint or at any time as may be prescribed under the Applicable Laws;
  - ii. the enquiries and/or complaints from Bidders, are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;
  - iii. the timely unblocking of funds or in case of the Anchor Investors, refund of the monies received from the Bids (or part thereof) which are successful, rejected or withdrawn (to the extent they are

unsuccessful, rejected or withdrawn), in accordance with Applicable Law;

- iv. the Registrar has a proper system to track, address and redress investor complaints;
  - v. adequate steps are taken for proper allocation and Allotment and unblocking/refund of funds without delay and as per Applicable Law;
  - vi. for the electronic Bids which are rejected as invalid because of DP ID/UPI ID/ Beneficiary Account ID or PAN particulars captured by the Designated Intermediaries, capture the name and address as and when received from the SCSBs and the Sponsor Bank and unblock funds at the earliest;
  - vii. uniform procedure is followed for the processing of Bid cum Application Forms;
  - viii. it shall provide status update at periodic intervals to the Company, the Selling Shareholders and the BRLMs, including updates on the nature and status of all investor grievances;
  - ix. it will share the details of the rejected Bids, if any, along with the reasons for rejection and details of unsuccessful Bids, if any, with (i) SCSBs in case of ASBA; and (ii) with the Sponsor Bank through the Stock Exchanges in case of UPI ID, to enable them to refund or unblock the relevant bank accounts, as the case may be
  - x. the information furnished to the Designated Intermediaries in discharging their responsibility under the ASBA process is correct and valid;
  - xi. it maintains an insider list in accordance with the directions of the Company; and
  - xii. the Registrar shall be responsible for the correctness and validity of the information furnished by it to the Designated Intermediaries and the Syndicate and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.
14. The Registrar acknowledges and shall comply with the SEBI (Foreign Portfolio Investors) Regulations, 2019 ("FPI Regulations") and any circulars or notifications issued thereunder, as applicable, including ensuring that the purchase of Equity Shares of the Company by a single foreign portfolio investor or an investor group shall be below ten percent of the total issued capital of the Company. Further, the Registrar, at the time of finalization of Basis of Allotment during the Offer shall also: (a) use permanent account number issued by Income Tax Department of India for checking compliance for a single foreign portfolio investor; and (b) obtain validation from Depositories for the foreign portfolio investors who have invested in the Offer to ensure there is no breach of investment limit within the timelines for issue procedure, as prescribed by SEBI from time to time.
15. The Registrar undertakes that it shall not generally and particularly in respect of any dealings in the Equity Shares be party to:
- i. creation of false market;
  - ii. price rigging or manipulation;
  - iii. passing of unpublished price sensitive information to any third party including without limitation brokers, members of the stock exchanges and other intermediaries in the securities market or take any other action which is not in the interest of the investors, the Company and each of the Selling Shareholders;

- iv. 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;
- v. neither it, nor any of its directors, officers, or employees, or to the Registrar's knowledge, any agent or representative of the Registrar, has taken or will take any action in furtherance of an Offer, payment, promise to pay, or authorisation or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Offer; and the Registrar and its affiliates (wherever applicable) have conducted their business in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws; and
- vi. neither the Registrar nor any of its employees have indulged in any activity, directly or indirectly, relating to payment of any extraneous consideration / bribe / gratification, directly or indirectly, to any Party including their employees for securing the arrangement set out in this Agreement, shall also not indulge in such activities in future and there are no past and shall be no future violations of anti-corruption/bribery laws.

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

- i. neither it nor any of its directors, officers, or employees, or to the Registrar's knowledge, any agent or representative of the Registrar, has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Offer;
- ii. it is knowledgeable about anti-bribery laws applicable to the performance of this Agreement and will comply with such laws;
- iii. It has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other person, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant anti-bribery laws;
- iv. it will immediately notify the BRLMs, 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;
- v. it will ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged; and
- vi. 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 or such additional period as may be specified under Applicable Laws.

17. Immediately on receiving the instructions from the Company, the Investor Selling Shareholders and/or Founder Selling Shareholder and/or the BRLMs as the case may be, in accordance with the Escrow and Sponsor Bank Agreement, the Registrar shall issue instructions to all SCSBs and the Sponsor Bank to unblock the ASBA Accounts, and/ or dispatch the refund orders, within the period specified in the Offer Documents and the Escrow and Sponsor Bank Agreement and Applicable Laws. If the Company and/or the Selling Shareholders, as the case may be, are made liable to pay interest due to delay in refunding the amount, where such a delay is attributable solely to the Registrar's failure to refund the amount or to provide instructions to the SCSBs and the Sponsor Bank to unblock the bank accounts of the respective ASBA Bidders within the period stated in the Offer Documents and the Escrow and Sponsor Bank Agreement on receiving the instruction to do so from the Company, the Selling Shareholders and/or the BRLMs or not dispatching the Allotment letters/refund orders to the applicants in time, the Registrar shall be liable to indemnify the Company and the Selling Shareholders for the cost incurred by the Company and/or the Selling Shareholders in paying interest as per the Applicable Laws. If the Company, the Selling Shareholders or the BRLMs are made liable to compensation/ damages for delay in credit of Equity Shares to Bidders' accounts, where such delay is attributable to Registrar's failure to credit the Equity Shares within the stipulated time/reasonable time/time mentioned in the Offer Documents, rules, regulations and circulars issued by SEBI or in case of any failure on 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, the Selling Shareholders or each of the BRLM Indemnified Parties for all such compensation/damage, loss etc. incurred by the Company, the Selling Shareholders and/or each of the BRLM Indemnified Parties, as the case may be.
18. In case of refunds through electronic means like NACH, Direct Credit, RTGS, NEFT etc., the Registrar shall be solely responsible to pick up the relevant details from the Bid cum Application Form or Depository(ies) and provide the Refund Bank(s) with the requisite details and files. If the refund orders once sent to the address obtained from the Depositories are returned undelivered, the address and other details given by the Bidder (other than ASBA Bidders) in the Bid cum Application Form will be used by the Registrar to ensure dispatch of refund orders.
19. The Registrar will not hand over any Bid cum Application Forms or other documents or records relating to the Offer to any other person (except to the BRLMs and the relevant Stock Exchanges, subject to the Registrar having provided prior notice of such disclosure to the Company and the Selling Shareholders) until the completion of the dispatch of Allotment Advice, refund orders, credit of Equity Shares etc. The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without the written consent of the Company and the Selling Shareholders. The Company agrees that it will have access to the applications or documents relating to the Offer at the office of the Registrar only (as indicated at Clause 20 below).
20. The Registrar will handle the Offer and Assignment related work from its registered office at C-101, 1<sup>st</sup> Floor, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai 400 083, which has been declared to SEBI and approved by it for carrying on its activities. The address of its above said office shall be printed in all relevant stationery pertaining to the Offer.
21. The Company shall, on behalf of itself and each of the Selling Shareholders, make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of Allotment letters/ Allotment/Allocation advice, share certificate etc. within the timelines prescribed by SEBI from time to time. On Allotment, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar shall maintain a proper account of the amount spent by it on behalf of the Company and the Selling Shareholders and agrees to return the excess funds to the Company in case the refunded amount on actuals is less than the estimated amount and the Company agrees that it shall make such onward payment to each of the Selling Shareholders, as applicable.



22. The Registrar shall liaise with each of the Selling Shareholders to ensure that the Equity Shares offered as part of the Offer are transferred to a Share Escrow Account in accordance with the Share Escrow Agreement.
23. The Registrar will extend necessary assistance to the public representative deputed by SEBI and the Designated Stock Exchange. The Registrar shall also assist in releasing of the bank guarantee submitted with the Stock Exchanges. In the case of oversubscription, Allotment will be done in the presence of a Stock Exchange representative and the Registrar will extend all facilities to complete the Allotment process smoothly and speedily, such that allotment is completed within prescribed timeline. The Company, and the Selling Shareholders (to the extent applicable for each of them), shall also extend reasonably necessary assistance to the Registrar in such matters.
24. The Registrar shall send bank-wise data of allottees, amount due on shares allotted, if any, and balance amount to be unblocked to SCSBs/Escrow Collection Bank. The Company agrees and acknowledges that the Registrar may request for physical Bid cum Application Forms directly from the Syndicate, SCSBs and the Designated Intermediaries in the event of exceptional circumstances such as discrepancy or invalidity in relation to PAN, DP ID or Client ID and investor complaints/grievances.
25. The Registrar shall act as a nodal agency for redressing complaints of Bidders, including providing guidance to Bidders regarding approaching itself or the concerned SCSB or Designated Intermediary and co-ordinate with intermediaries for unblocking of investors' funds and other related formalities.
26. The Registrar shall extend all necessary support to the Company, each of the Selling Shareholders, the BRLMs and the Designated Intermediaries as may be required for the smooth and speedy functioning of the ASBA Process (including the UPI Mechanism).
27. The Offer stationery including CAN (if any), certificates, letters of Allotment, Allotment advices and refund orders shall be kept ready and handed over to the Registrar by the Company within one Working Day from the date of closure of the Offer and the Company shall be responsible for any delays on this account. The Company will arrange to obtain prior approval for the Offer stationery from the Stock Exchanges and Refund Bankers.
28. The Registrar will finalise various post-Offer monitoring reports such as the final post-Offer monitoring report, along with relevant documents/certificates, in consultation with the post-Offer BRLMs the Company, to be submitted to the SEBI within the stipulated time.
29. The Registrar will provide all the relevant statements/reports to ensure commencement of trading within timelines mentioned in the Offer Documents, in consultation with the Company, the Selling Shareholders and the BRLMs.
30. The Company agrees that the formats of all reports, statements, and other documents shall be in conformity with the standard designs approved by the Designated Stock Exchanges and SEBI as applicable.
31. The Company and each of the Selling Shareholders agree that the fees and charges payable to the Registrar for handling the Assignment, including postage/other expenses payable post completion of the Offer, shall be as specified in Schedule I after deducting all taxes, duties and levies as per Applicable Laws. All payments under this Agreement shall be made to the Registrar by the Company (in the first instance). The Offer related expenses shall be shared by the Company and/or the Selling Shareholders in the manner set out in the Offer Agreement. It is clarified that, in the event the Offer is postponed, withdrawn, or abandoned for any reason or, the Offer is not successful or consummated, all cost, charges, fees and expenses in relation

to the Offer shall be borne by the Company.

32. The Registrar shall provide such information and data as required by the BRLMs with intimation to the Company, each of the Selling Shareholders and provide certificates as may be requested by the BRLMs, including at the stage of closure of the Offer, rejection of Bids, etc.
33. The Company and/ or any of the Selling Shareholders may take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omission etc., if so desired. For the avoidance of doubt, the Registrar will not be absolved of its liability or responsibility under this Agreement regardless of whether or not the Company and/ or the Selling Shareholders decides to take such an insurance policy.
34. In the event of complete collapse or dislocation of business in the financial markets of the country due to war, insurrection or any other serious sustained, political or industrial disturbance or in any event caused by *force majeure* as may be agreed to between the Parties, any of the Parties so affected may terminate this Agreement with mutual consent before the opening of the Offer. However, prior to exercising the option to terminate, the Parties shall need to mutually decide on the future course of action and if they fail to arrive at a mutually agreeable course of action within 15 Working Days from the date on which the event of *force majeure* occurs or fail to mutually agree to terminate this Agreement, then any of the Parties shall be entitled to terminate this Agreement by giving 15 (fifteen) Working Days' notice to the other Parties of its intention to so terminate this Agreement. The Registrar shall continue to be responsible for the services detailed herein till termination of the Agreement. Notwithstanding, anything contained in this Agreement, the Registrar hereby agrees that it will not be excused from performing any of its obligations and duties under this Agreement, due to COVID-19, its mutations and / or any consequent, restrictions or lockdown thereof.
35. The Company or each of the Selling Shareholders, in consultation with the BRLMs, will be entitled to terminate this Agreement in the event the Registrar's certificate of registration with the SEBI is suspended/cancelled or SEBI or any other statutory, regulatory, judicial, governmental, quasi-judicial and/or administrative authority or court or tribunal debars or stops or suspends the Registrar from carrying on its activities or if the Registrar is in any way prohibited, either by an order of a competent court or in any other manner, from carrying on the activities of a registrar and share transfer agent.
36. In the event the Company and/or the Selling Shareholders, in consultation with the BRLMs, decide not to proceed with the Offer, this Agreement shall stand terminated, and the Registrar would be paid only to the extent of services rendered by it until such termination. Further, the Company and/or each of the Selling Shareholder may, terminate this Agreement with or without cause, upon giving seven days' notice to the Registrar of its intention to so terminate the Agreement and the Registrar would be paid only to the extent of services rendered by it until such termination. It is clarified that the termination of this Agreement by any one Selling Shareholder shall not imply that this Agreement is automatically terminated with respect to the other Selling Shareholders.
37. Further, the Company and/or the Selling Shareholders may terminate this Agreement with or without cause, upon giving seven Working Days' notice to the Registrar of its intention to so terminate the Agreement and the Registrar would be paid only to the extent of services rendered by it until such termination. It is also clarified that, if any of the Selling Shareholders withdraw its portion of the Offer for Sale from the Offer, this Agreement shall stand terminated with respect to such Selling Shareholder.
38. If ever this Agreement is terminated, then it shall be the duty of the Registrar to extend all such support as may be required by the Company and each of the Selling Shareholders or its newly appointed registrar to the Offer towards taking over duties and responsibilities as the registrar to the Offer. However, the Registrar shall continue to be responsible for the Assignment until the termination of this Agreement,

except as otherwise mutually agreed.

39. The Registrar shall redress complaints of the Bidders within five days of receipt of the complaint during the currency of this Agreement and shall continue to do so during the period it is required to maintain records under the RTA Regulations and until the complaints arising out of the Assignment are finally redressed and the Company shall extend necessary co-operation, and each of the Selling Shareholders shall extend such co-operation to the extent of complaints that pertain to the respective Selling Shareholder and its Offered Shares, to the Registrar for its complying with such regulation. The Registrar shall provide a status report of redressal of investor complaints on a fortnightly basis to the Company, each of the Selling Shareholders, and the BRLMs in a mutually agreeable format. Similar status reports shall also be provided to the Company, as and when required.
40. The Registrar's responsibility under this Agreement will be restricted to the duties of the Registrar as agreed to herein and as required under Applicable Laws including the RTA Regulations and the SEBI ICDR Regulations and the Registrar will not be in any way construed to be an agent of the Company and the Selling Shareholders in any other business of the Company and of the Selling Shareholders in any manner whatsoever.
41. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default/error in the services rendered or any deficiency in service, or a failure to perform any service contemplated under this Agreement by the Registrar, the Registrar shall ensure that the Registrar will take all measures at its own cost to immediately rectify such defaults and non-performance of services and redress such deficiencies within two Working Days of receipt of notice of such breach by the other Party and the Registrar shall be directly responsible to and shall indemnify and keep indemnified and harmless the Company, each of the Selling Shareholders, the each of the BRLM Indemnified and their respective directors, officers, employees and successors and their respective agents and advisors or other persons acting on its behalf and each other person if any, that directly or indirectly, through one or other intermediaries, controls or is controlled by or is under common control with such indemnified persons, from and against any or all suits, demands, proceedings, claims, actions, losses, liability, claims for fees, damages, actions, awards, judgments, costs, professional fees, other charges, and expenses (including without limitation, interest, penalties, attorney's fees, accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs, professional fees and court costs arising out of such breach out or alleged breach), and all other liabilities arising out of such error, deficiency or failure to deliver the services contemplated in this Agreement. The Company and each of the Selling Shareholder, shall each be entitled to terminate the Agreement immediately, if the Registrar is unable to rectify such defaults, deficiency or non-performance within a period of 10 (ten) days of receipt of written notice of such breach by the Company and/or the relevant Selling Shareholder(s). The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then they shall within the timelines prescribed by SEBI from time to time upon being instructed by the Company, the Selling Shareholders and/or the BRLMs transfer all the documents in their possession including those related to the Equity Shares, to any other registrar/depository as instructed by the Company, the Selling Shareholders and/or the BRLMs.
42. The Registrar shall act with due diligence, care and skill while discharging the Assignment. The Registrar unconditionally and irrevocably undertakes and agrees that it shall, at its own cost, indemnify, keep indemnified, defend and hold harmless each of the BRLM Indemnified Parties, each of the Selling Shareholders, the Company, their respective affiliates, partners, representatives, directors, officers, employees, permitted assigns and successors and their respective agents, affiliates and advisors (collectively the "Indemnified Parties") at all times from and against any and all suits, proceedings, claims, actions, losses, damages, penalties, liabilities, cost, awards, judgments, charges, expenses, interests, legal expenses (including attorney's fees and court costs), accounting fees, investigation costs losses, losses

arising from the difference or fluctuation in exchange rates of currencies, investigation costs and all other liabilities and all other demands which may be made or commenced against the Indemnified Party by any Bidders or holder of the Equity Shares issued/ transferred or by any other third party against the Indemnified Party as a consequence of any act or omission of or any failure or deficiency or error on the part of the Registrar or any of its officers, employees or agents or any of its partners, representatives, directors, management, officers, employees, advisors or other persons acting on its behalf, or otherwise arising out of or relating to activities performed by such persons in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder or otherwise under Applicable Law. Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified each of the Indemnified Parties for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services, hereunder or otherwise under Applicable Laws. The Registrar shall further indemnify and refund all costs incurred by the Indemnified Party, in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement or in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services or role, whether or not in connection with pending or threatened litigation to which any of the Indemnified Parties is a party and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory, judicial, quasi-judicial, governmental, administrative or regulatory authority or a court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by the Registrar in good faith, and where the Registrar has made all commercially reasonable efforts and has not acted negligently or committed an act of wilful misconduct. In this regard, the Registrar undertakes to immediately, on the date of this Agreement, execute and deliver a letter of indemnity (the "Letter of Indemnity") in the format set out in Annexure A to the BRLMs, to indemnify, at all times, the BRLMs 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 arising out of a breach or alleged breach of the duties, obligations and responsibilities of the Registrar under this Agreement. Provided however, in case of a conflict between the Letter of Indemnity and this Agreement, in relation to the indemnity to the BRLM Indemnified Parties, the Letter of Indemnity shall prevail. The Registrar acknowledges and unconditionally and irrevocably 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 and each of the Selling Shareholders is sufficient consideration for the Letter of Indemnity.

43. That the parties understand and acknowledge that the electronic transmission of information via the internet or otherwise, has inherent risks (particularly the risk of access by unauthorised parties). Unless otherwise agreed, despite the inherent risks Registrar is authorised by other parties to this agreement to communicate electronically with themselves / BRLMs and all third parties on all matters related to the Engagement. Accordingly, the Company and Selling Shareholders agree that Registrar shall have no liability to them for any Loss arising directly from the use of electronic communications, except where caused by its own negligence.
44. The Registrar may have to provide certain information regarding the Bidders as may be required under any legislation or regulation to certain statutory and regulatory authorities including, without limitation, income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement.
45. Any notice, communication or documents to be given to the Parties may be given by personal delivery, registered/speed post, e-mail. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given if given by personal delivery when so delivered, if given by registered/speed post on expiration of three Working Days after the notice etc., shall have been delivered

to the post office for onward dispatch, and if given by e-mail upon transmission thereof, provided however that any notice, etc., given by telex, shall be confirmed in writing.

All notices to the Parties shall be addressed as under:

**To the Registrar:**

**Link Intime India Private Limited**

C-101, 1<sup>st</sup> Floor, 247 Park,  
L.B.S. Marg, Vikhroli (West),  
Mumbai 400 083  
Maharashtra, India  
Tel: +91 22 4918 6000  
E-mail: haresh.hinduja@linkintime.co.in  
Attention: Mr. Haresh Hinduja – Head, Primary Market

**To the Company:**

**Landmark Cars Limited**

Landmark House  
Opp. AEC, Near Gurudwara  
S.G. Highway, Thaltej  
Ahmedabad 380 059  
Gujarat, India  
E-mail: sthaker@landmarkindia.net / nareshshah@landmarkindia.net  
Attention: Sanjay Thakker / Naresh Shah

**To the Selling Shareholders:**

**TPG Growth II SF Pte. Ltd.**

83 Clemenceau Avenue,  
#11-01 UE Square,  
Singapore 239920  
Email: tpglegaldept@tpg.com  
Attention: Nadia M Karkar, Director

**Aastha Limited**

Windsor Tower Condominium, Unit 9/14(8A),  
Sukhumvit Road, Soi -20, Klong Toey  
Bangkok - 10110, Thailand  
Email: chetan@aasthaco.com  
Attention: Chetan Pravinchand Jhaveri

**Sanjay Karsandas Thakker HUF**

401, 4<sup>th</sup> Floor, Landmark  
Dr G M Bhosale Marg  
Worli, Mumbai 400018  
Email: sthaker@landmarkindia.net  
Attention: Sanjay Thakker

Garima Misra  
601 Basil, The Verandas,  
Golf Course Road  
Sec 54, Chakkarpur(74),  
Gurgaon, Haryana - 122002  
Email: garima@landmarkindia.net

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

46. The Parties agree that non-compliance of any of the covenants contained herein by any Party shall be reported to the SEBI within seven days by the other Party and shall also be reported to the Company, the Selling Shareholders and the BRLMs immediately.
47. In the event of a breach by any Party, the defaulting Party shall have the right to cure such breach within a period of 10 (ten) Working Days of receipt of written notice of such breach by the non-defaulting Party. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) if any dispute, difference or claim arises between the Parties hereto in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within 10 (ten) days after commencement of discussions, then any Party may refer the dispute for resolution to an arbitral tribunal consisting of three arbitrators (one each to be appointed by the relevant disputing party and one jointly by the appointed arbitrators). In the event that there are more than two disputing parties, then such arbitrator(s) shall be appointed in accordance with the Arbitration Act. All proceedings in any such Arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended (the "Arbitration Act") or any reenactment thereof and shall be conducted in English. The seat and venue of the arbitration shall be in Ahmedabad, India. Unless the arbitral tribunal directs otherwise, the unsuccessful Party(ies) shall pay all costs in relation to the arbitral proceedings, including reasonable legal costs incurred by the successful Party(ies). The arbitral award shall be final, conclusive and binding on the parties, and shall be subject to enforcement in any court of competent jurisdiction. The arbitral tribunal shall use its best efforts to pronounce a final, conclusive and binding award within 12 (twelve) months from the date the arbitral tribunal enters upon reference, as prescribed under the Arbitration Act. Further, in the event that despite best efforts by the Parties, the award is not passed within such 12 (twelve) month period, the Parties agree that such period will automatically stand extended for a further period of 6 (six) months, without requiring any further consent of any of the Parties.
48. Subject to Clause 47, courts at Ahmedabad, India shall have sole and exclusive jurisdiction.
49. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws rules.
50. Unless terminated earlier in accordance with its terms, this Agreement will expire and stand terminated upon the expiry of 18 months from the date of closing of the Offer, provided that Clauses 4(b), 4(d), 4(f), 4(g), 4(i), 4(iii) 9, 10, 15, 16, 17, 41, 42, 44, 45, 46 and this Clause 50 shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents and other information and data which are in the possession or custody of the Registrar shall be handed over to the Company or the Selling Shareholders or the newly appointed registrar, as applicable.
51. The Registrar shall act in accordance with and execute all the instructions communicated to it by the Company and/or the Selling Shareholders or their POA holder in case of Other Selling Shareholders and/or

the BRLMs. For avoidance of any doubt, it is clarified that in the event of any conflict amongst the instructions provided by a Selling Shareholder in relation to its portion of the Offered Shares with the instructions provided by any other Party, the Registrar shall comply with the instructions of the Selling Shareholder holding the relevant Offered Shares. It is further clarified that all the instructions by the Other Selling Shareholders to the Registrar shall be communicated through the respective POA holders of the Other Selling Shareholders.

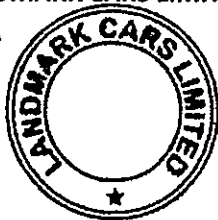
52. The Registrar shall not be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Party.
53. If any provision/s of this Agreement is held to be prohibited by or invalid under Applicable Law or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.
54. The Parties agree and acknowledge that this Agreement constitutes the entire understanding among the Parties hereto and supersedes all prior discussions and agreements, whether oral or written, between any of the Parties relating to the Assignment. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorised officer or representative. The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. The Parties also acknowledge, agree and undertake to amend this Agreement to the extent necessary for complying with any change in law brought into effect after the execution of this Agreement (including any modification resulting from any amendment to the SEBI ICDR Regulations and/or any circular or guidance issued by SEBI thereto).
55. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

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

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

IN WITNESS WHEREOF, this Registrar Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

For and on behalf of LANDMARK CARS LIMITED



Authorised Signatory

Name: Sanjay Kansandas Thakker  
Designation: Chairman & Executive Director



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

IN WITNESS WHEREOF, this Registrar Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

For and on behalf of TPG GROWTH II SF PTE. LTD



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(Authorised Signatory)

Name: Nadia M. Karkar

Designation: Director

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

IN WITNESS WHEREOF, this Registrar Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

For Sanjay Karsandas Thakker HUF



\_\_\_\_\_  
(Karta)

Name: Sanjay Karsandas Thakker

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

IN WITNESS WHEREOF, this Registrar Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written

SIGNED FOR AND ON BEHALF OF AASTHA LIMITED



(Authorised Signatory)

Name: CHETAN PRAVINCHAND JHAVERI

Designation: DIRECTOR



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

IN WITNESS WHEREOF, this Registrar Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

*Garima*

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Name: Garima Misra

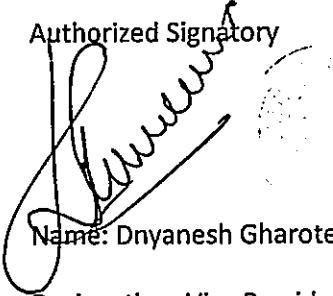
Designation:

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

IN WITNESS WHEREOF, this Registrar Agreement has been executed by the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of LINK INTIME INDIA PRIVATE LIMITED

Authorized Signatory

A handwritten signature in black ink, appearing to read 'Dnyanesh Gharote', is written over a circular embossed stamp. The signature is fluid and cursive.

Name: Dnyanesh Gharote

Designation: Vice President

**APPENDIX A**

<b>Selling Shareholder</b>	<b>Offered Shares in</b>	<b>Date of corporate authorization/ board resolution</b>	<b>Date of consent letter</b>
<b>INVESTOR SELLING SHAREHOLDER</b>			
TPG Growth	Up to ₹ 4,000.00 million	December 15, 2021	January 17, 2022
<b>OTHER SELLING SHAREHOLDERS</b>			
Sanjay Karsandas Thakker HUF	Up to ₹ 620.00 million	-	January 11, 2022
Aastha Limited	Up to ₹ 1,200.00 million	January 11, 2022	January 11, 2022
Garima Misra	Up to ₹ 300.00 million	-	January 11, 2022

SCHEDULE I

SCHEDULE OF FEES

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

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

Escrow Demat account charges - ₹ 50,000

Out of pocket expenses like communication charges, travel and courier expenses will be capped to Rs 25,000/-

Printing and stationery, Postage, and mailing charges, IPO Audit fees, Depositories charges, to be reimbursed.  
Applicable taxes would be levied separately

**SCHEDULE II**

**ALLOCATION OF ACTIVITIES PERTAINING TO THE ASSIGNMENT**

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

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



S. No.	Activity	Party Responsible
I.	<b>PRE-OFFER WORK</b>	
	forms for the Bids which are entered in the Stock Exchange	
10.	Numbering of applications and bank schedule and batching them for control purposes	Registrar
11.	Transcribing information from documents to magnetic media for computer processing	Registrar
12.	Reconciliation of number of applications, securities applied and money blocked with final certificate received from the SCSB or the Sponsor Bank, as the case may be.	Registrar
13.	Reconciliation of complied data received from Stock Exchange(s) with details of collection/blocked amounts received from the Bankers to the Offer, the Sponsor Bank and SCSBs.	Registrar
14.	Matching the reconciled data with the depository's database for correctness of DP ID, Client ID, UPI ID and PAN quoted in the Bid downloaded from the Stock Exchanges.	Registrar
15.	Matching with bid data/reconciliation with bank schedules and the final certificate	Registrar
16.	Reject all the bids in the electronic file which do not get validated for the DP ID/Client ID/ UPI ID and/or PAN with the depository database.	Registrar
17.	Eliminating invalid Bids and Bids below Offer Price	Registrar
18.	Uploading of beneficiary account details to Depositories	Registrar
19.	Identify and reject applications with technical faults and multiple applications with reference to regulations/guidelines/procedures. Registrar to prepare list of technical rejection case including rejected Bids based on mis-match between electronic Bid details and depositories data base. Rejections of applications based on joint discussion between Registrar, Company and Book Running Lead Managers	Registrar in consultation with the Book Running Lead Managers and Company
20.	Preparation of inverse number for applicable categories	Registrar
21.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the BRLMs and Designated Stock Exchange keeping a proper record of application and monies received from the Bidders	Registrar
22.	To give instructions to the Depositories to carry out lock-in for the pre-Offer share capital except shares offered under the Offer for Sale and receive confirmation from the Depositories	Registrar
23.	Finalising Basis of Allotment and obtaining approval of the Designated Stock Exchange	Company in consultation with Book Running Lead Managers/ Registrar
24.	Preparation of fund transfer schedule based on the approved allotment.	Registrar
25.	Preparation of list of allottees entitled to be allocated equity shares.	Registrar
26.	Transfer/ allotment of Equity Shares on the basis of formula devised by Stock Exchange	Company
27.	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 Designated Stock Exchange, the Registrar shall provide the details to the Controlling Branches of each SCSB	Registrar

S. No.	Activity	Party Responsible
I.	<b>PRE- OFFER WORK</b>	
	and the Sponsor Bank, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Offer Account with in the timelines specified by SEBI: (a). Number of shares to be allotted against each valid Bid. (b). Amount to be transferred from relevant bank account to the Public Offer Account, for each valid Bid. (c). The date by which the funds referred in sub-para (b) above, shall be transferred to the Public Offer Account. (d). Details of rejected Bids, if any, along with the reasons for rejections and unsuccessful Bids, if any, to enable SCSBs or the Sponsor Bank, as the case may be, to unblock the respective bank accounts.	
29.	Unblocking the relevant bank account for: (a). Transfer of requisite money to the Public Offer Account against each valid Bid cum Application Form (b). Rejection or unsuccessful Bid cum Application Forms	SCSB
30.	Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by Stock Exchange for applicable categories	Registrar
31.	Preparation of Allotment register-cum-return statement, Register of Members, index register (soft copy)	Registrar
32.	Credit to respective Demat accounts in time as specified in the Red Herring Prospectus and SEBI ICDR Regulations	Registrar
33.	Preparation of list of SCSBs, SEBI registered RTAs, DPs authorised to accept and bid as per information provided on the websites of the Stock Exchanges to whom brokerage is to be paid including brokerage for bids through the E-IPO mechanism and providing Syndicate Members' performance.	Registrar
34.	Scrutiny and processing of Bids received from the Designated Intermediaries.	Registrar
35.	Printing of Allotment Advice, refund orders for refunding application money	Registrar
36.	Printing postal journal for dispatching Allotment Advice cum refund orders by registered post	Registrar
37.	Printing of distribution schedule for submission to Stock Exchange	Registrar
38.	Providing pre-printed stationery and advance amount for postage and demat uploading expenses.	Company
39.	Submission of the required file to the Refund Banker for payments to be made through the electronic mode	Registrar
40.	Sending refund orders, as applicable, and refund to Bidders	Registrar
41.	Offer of duplicate refund orders, as applicable	Registrar
42.	Revalidation of refund orders, as applicable	Registrar
43.	Preparation of register of members and specimen signature cards (if required)	Registrar
44.	Overprinting of Allotment advice, intimation and refund orders	Registrar
45.	Mailing of documents by registered post	Registrar
46.	Binding of application forms, application schedule and computer outputs	Registrar
47.	Payment of consolidated stamp duty on allotment letters/share certificates issued (if applicable) or procuring and affixing stamp of appropriate value	Company
48.	Dispatch of CANs and Allotment Advice within the timeframe specified in	Company/Registrar

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

S.No.	Activity	Party Responsible
I.	<b>PRE-OFFER WORK</b>	
64.	To submit bank-wise details of pending applications to SCSBs for unblock, for Bids made through the UPI Mechanism, along with the allotment file	Registrar

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

SCHEDULE III

निर्गम रजिस्ट्रार और  
शेयर अंतरण अभिकर्ता

प्रत्येक  
FORM B

REGISTRARS TO AN ISSUE  
AND  
SHARE TRANSFER AGENTS

भारतीय प्रतिभूति और विनियम बोर्ड

SECURITIES AND EXCHANGE BOARD OF INDIA

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

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

(विनियम 8)

(Regulation 8)

Regulation 8A

001372

रजिस्ट्रार का प्रमाणपत्र  
CERTIFICATE OF REGISTRATION PERMANENT REGISTRATION

I. बोर्ड, भारतीय प्रतिभूति और विनियम अधिनियम, 1992 के अधीन बनाये गए नियमों और विनियमों के साथ पठित उस अधिनियम की धारा 12 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए प्रवर्तन में निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता/प्रवर्तन-II में निर्गम-रजिस्ट्रार/शेयर अंतरण अभिकर्ता के रूप में

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

LINK INTIME INDIA PVT. LTD.  
G-13, KANTILAL MAGANLAL INDUSTRIAL ESTATE  
PANNALAL SILK MILES COMPOUND  
L.B.S. MARG, BHANDUP (WEST)  
MUMBAI 400 078

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

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

II. निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता का रजिस्ट्रार कोड INR000004058

Registration Code for the registrar to an issue and share transfer agent is

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

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

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

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

B.K. GUPTA

प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory

MUMBAI

स्थान Place

JULY 15, 2014

तारीख Date

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

**ANNEXURE A**  
**LETTER OF INDEMNITY**

Date: [●], 2022

To:

**Axis Capital Limited**  
1st Floor, Axis House  
C-2, Wadia International Centre  
P. B. Marg, Worli, Mumbai 400 025  
Maharashtra, India

**ICICI Securities Limited**  
ICICI Venture House  
Appasaheb Marathe Marg  
Prabhadevi, Mumbai 400 025  
Maharashtra, India

(Axis Capital Limited, ICICI Securities Limited and any other book running lead managers which may be appointed in relation to the Offer, are collectively referred to as the "Book Running Lead Managers" or "BRLMs")

**Re: Letter of indemnity to the Book Running Lead Managers (the "Letter of Indemnity") by Link Intime India Private Limited (the "Registrar") pursuant to the agreement entered into among Landmark Limited (the "Company"), the persons named in Appendix A of such agreement (the "Selling Shareholders") and the Registrar dated January 17, 2022 (the "Registrar Agreement")**

Dear Sir/Ma'am,

1. The Company and the Selling Shareholders propose to undertake an initial public offering of the equity shares of the Company bearing face value ₹ 5 each (the "Equity Shares") comprising a fresh issue of Equity Shares by the Company aggregating up to ₹ 1,500.00 million (the "Fresh Issue") and an offer for sale aggregating up to ₹ 6,120.00 million by the Selling Shareholders (the "Offer for Sale" and together with Fresh Issue, the "Offer"), in accordance with the Companies Act, 2013 and the rules made thereunder (the "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 prescribed in Schedule XIII of the SEBI ICDR Regulations by the Company and Selling Shareholders in consultation with the Book Running Lead Managers (as defined below) to the Offer (the "Offer Price", and such offering, the "Offer"). The Offer will be made (i) within India, to Indian institutional, non-institutional and retail investors in "offshore transactions", as defined in, and in compliance with, Regulation S ("Regulation S") under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), (ii) outside the United States and India, to certain institutional investors in "offshore transactions" in compliance with Regulation S, and in each case, in compliance with Applicable Laws. The Offer may also include allocation of Equity Shares, on a discretionary basis, to certain Anchor Investors (as defined below) by the Company and the Selling Shareholders, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations. The Offer may include a reservation of Equity Shares for subscription by Eligible Employees. The Company and the Selling Shareholders, in consultation with the Book Running Lead Managers, may consider a further issue of Equity Shares through a preferential issue or any other method as may be permitted in accordance with the Applicable Laws to any person(s), aggregating up to ₹ 300.00 million, at its discretion, prior to filing of the Red Herring Prospectus with the RoC ("Pre-IPO Placement"). If the Pre-IPO Placement is undertaken, the size of the Fresh Issue will be reduced to the extent of the Pre-IPO Placement subject to compliance with Rule 19(2) (b) of the Securities Contracts (Regulation) Rules, 1957. The Parties clarify that the Pre-IPO Placement, if undertaken, will not impact the size of the Offer for Sale.

2. The Company and the Selling Shareholders, after consultation with the Book Running Lead Managers have approached the Registrar to act as the registrar to the Offer in accordance with the SEBI ICDR Regulations and Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the "SEBI RTA Regulations"). The terms and conditions detailed in the Registrar Agreement including the activities pertaining and services provided by the Registrar are hereinafter collectively referred to as the "Assignment" and include all duties, obligations and responsibilities required to be discharged by a registrar to an offer in the manner as required to be discharged under the various rules and regulations, as applicable, notified and prescribed 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"). The IPO Committee of the Board of Directors has approved the appointment of the of Link Intime India Private Limited as the registrar to the Offer pursuant to a resolution dated January 11, 2022.
3. The Registrar confirms that it is an entity registered with the SEBI under the SEBI RTA Regulations having a valid and subsisting registration no. INR000004058 to act as the registrar to the Offer and the Registrar has accepted the Assignment in terms of the Agreement.
4. The Registrar confirms that it has read and is fully aware of all relevant provisions of the SEBI ICDR Regulations, the SEBI RTA Regulations and other applicable laws including relevant circulars, guidelines and regulations issued by SEBI (including in relation to ASBA and UPI) in this regard in relation to its scope of work to be undertaken under the Registrar Agreement and is fully aware of its duties, responsibilities, obligations and the consequences of any error, failure, deficiency or default on its part.
5. The Registrar acknowledges that the Book Running Lead Managers may be exposed to liabilities or losses if there is error or failure by the Registrar in performing the Assignment or if the Registrar fails to comply with any of its duties, obligations and responsibilities under the Registrar Agreement and other legal requirements applicable to it in relation to the Offer.
6. The Registrar undertakes to the Book Running Lead Managers that it shall act with due diligence, care and skill and in accordance with applicable law while discharging the Assignment and its duties, responsibilities and obligations under the Registrar Agreement and this Letter of Indemnity. The Registrar further represents, warrants and undertakes to the Book Running Lead Managers to:
  - (a) fully co-operate and comply with any instruction the Book Running Lead Managers may provide in respect of the Offer;
  - (b) ensure compliance with applicable law including provisions of (i) the SEBI circular No. CIR/CFD/DIL/3/2010 dated April 22, 2010, (ii) the SEBI circular No. CIR/CFD/DIL/1/2011 dated April 29, 2011, (iii) the SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012, (iv) the SEBI circular No. CIR/CFD/DIL/ 4 /2013 dated January 23, 2013, (v) the SEBI Circular No. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, (vi) the SEBI circular No. CIR/CFD/DIL/1/2016 dated January 1, 2016, (vii) the SEBI Circular No. CIR/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, (viii) the SEBI Circular No. CIR/CFD/DIL/CIR/P/2018/22 dated February 15, 2018, (ix) the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated on November 1, 2018, (x) the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, (xi) the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, (xii) the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, (xiii) SEBI Circular No. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019; (xiv) SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020; (xv) SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021; (xvi) SEBI Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021; (xvii) the SEBI Circular No. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021; and (xviii) the SEBI ICDR Regulations, along

with any and all amendments, changes and subsequent circulars issued by the SEBI from time to time in this regard; and

(c) comply with the terms and conditions of the Registrar Agreement and this Letter of Indemnity.

7. Further, pursuant to the provisions of the Registrar Agreement and in consideration of its appointment as the 'Registrar to the Offer', the Registrar has undertaken to execute and deliver this Letter of Indemnity to each of the Book Running Lead Managers to indemnify, at all times, each of the Book Running Lead Managers and their respective affiliates, directors, management, representatives, employees, advisors, officers and agents and successors and permitted assigns or other persons acting on its behalf and each other person if any, that directly or indirectly, through one or other intermediaries, controls or is controlled by or is under common control with such indemnified persons (collectively, the "BRLM Indemnified Parties"), from and against any and all suits, demands, proceedings, claims, actions, losses, liabilities, claims for fees, damages, actions, awards, judgments, costs, professional fees, other charges, and expenses (including without limitation, interest, penalties, attorney's fees, accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs, professional fees and court costs arising out of such breach out or alleged breach), and all other liabilities arising out of, or in connection with the Registrar's performance of the Assignment and duties, obligations and responsibilities or error or failure to deliver the services contemplated under the Registrar Agreement and this Letter of Indemnity.
8. The Registrar acknowledges and agrees that entering into the Registrar Agreement for performing its services to the Company and the Selling Shareholders is sufficient consideration for this Letter of Indemnity and the obligations of the Registrar under the Registrar Agreement are incorporated in this Letter of Indemnity *mutatis mutandis*.
9. Accordingly, the Registrar hereby unconditionally and irrevocably undertakes and agrees that in case of breach or alleged breach or failure, deficiency, omission or error in performance of or compliance with any provision of law, regulation or order of any court or regulatory, statutory, judicial, quasi-judicial, governmental and or/ administrative authority or from its own breach, delay, fraud, misconduct, negligence, wilful default or bad faith, if any, in performing its duties, obligations and responsibilities or of any of the terms and conditions or covenants, undertakings, representations and warranties mentioned in the Registrar Agreement or this Letter of Indemnity by the Registrar and/or its partners, representatives, officers, directors, management, employees, advisors and agents or other persons acting on its behalf, and/or if any information provided by the Registrar to the Book Running Lead Managers is untrue, incomplete or incorrect in any respect, the Registrar shall, at its own cost and expense, indemnify, defend and hold each of the BRLM Indemnified Parties free and harmless from and against any and all suits, demands, proceedings, claims, actions, losses, liabilities, claims for fees, damages, actions, awards, judgments, costs, professional fees, other charges and expenses (including without limitation, interest, penalties, attorney's fees, accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs, professional fees and court costs arising out of such breach out or alleged breach), and all other liabilities, which may be made or commenced by the Bidders for the Equity Shares (including ASBA Bidders), any holder of the Equity Shares or third party, whether or not such BRLM Indemnified Party is a party to, arising out of, or in connection with, any breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court, regulatory, statutory, judicial, quasi-judicial, governmental and or/ administrative authority, or any of the terms and conditions and representations and warranties set out in the Registrar Agreement, or any delay, failure, negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar's obligation and responsibilities under the Registrar Agreement or this Letter of Indemnity, or against the BRLM Indemnified Party, as a consequence of any act or omission of, or any failure, negligence, deficiency, error, or default, on the part of the Registrar or any of its partners, representatives, directors, management, officers, employees, advisors or agents in performing or fulfilling any of its functions, duties, obligations and services under the Registrar Agreement and this Letter of Indemnity, including without



limitation, against any fine imposed by the SEBI or any other governmental, regulatory, quasi-judicial, judicial or administrative authority. The Registrar shall further indemnify and refund on demand all costs incurred by each of the BRLM Indemnified Parties in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory or regulatory action or proceeding in any jurisdiction related to or arising out of the Registrar's activities, services, or role in the connection with the Offer, whether or not in connection with pending or threatened litigation to which any of the BRLM Indemnified Parties is a party, in each case as such expenses are incurred or paid, including, in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under the Registrar Agreement and this Letter of Indemnity including any compensation or other amounts payable or paid by the BRLMs on account of delays in redressal of grievances in relation to the unblocking of UPI Bids or any other reason, in accordance with the SEBI Circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 and SEBI Circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 and in responding to queries relating to such services from the SEBI and/or the Stock Exchanges and/or any other statutory, judicial, quasi-judicial, administrative, governmental or regulatory authority or a court of law.

10. This Letter of Indemnity shall be effective from the date of execution of the Registrar Agreement. Further, this Letter of Indemnity shall survive the expiry or termination of the Registrar Agreement. The provisions of this Letter of Indemnity are not affected by any other terms (including any limitations) set out in the Registrar Agreement and shall be in addition to any other rights that the BRLM Indemnified Party may have at common law, equity or otherwise.
11. This Letter of Indemnity may be amended or altered only with the prior written approval of the Book Running Lead Managers.
12. The Registrar acknowledges and agrees that each of the Book Running Lead Managers shall have all the rights specified under the provisions of Registrar Agreement but shall not have any obligations or liabilities to the Registrar or the Company or the Selling Shareholders or any other party, expressed or implied, direct or indirect, under the terms of the Registrar Agreement or this Letter of Indemnity.
13. The Registrar acknowledges and agrees that all terms and conditions mentioned in the Registrar Agreement will apply to this Letter of Indemnity, wherever applicable.
14. The Registrar hereby agrees that failure of any of the BRLMs' Indemnified Party to exercise part of any of its right under this letter in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other BRLMs' Indemnified Party of any of its rights established herein.
15. This Letter of Indemnity may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
16. This Letter of Indemnity may be executed by delivery of a PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the parties delivers a PDF format copy of a signature page to this Letter of Indemnity, such party shall deliver an originally executed signature page within seven Working Days of delivering such PDF format copy of the signature page or at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by in PDF format.
17. In the event of any inconsistency between the terms of this Letter of Indemnity and the Registrar Agreement, the terms of this Letter of Indemnity shall prevail.
18. Notwithstanding anything contained in the Registrar Agreement, if any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity or the validity, interpretation,

implementation, breach or alleged breach of the terms of this Letter of Indemnity or anything done or omitted to be done pursuant to this Letter of Indemnity, then any party may refer the dispute for resolution to an arbitration tribunal. All proceedings in any such arbitration shall be conducted under The Arbitration and Conciliation Act, 1996 or any re-enactment thereof and shall be conducted in English. The arbitration shall take place in Mumbai. The parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final, conclusive and binding on the parties. This Letter of Indemnity, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed and construed in accordance with the laws of India.

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

**In case of the Book Running Lead Managers:**

**Axis Capital Limited**

1st Floor, Axis House  
C-2, Wadia International Centre  
P. B. Marg, Worli, Mumbai 400 025  
Maharashtra, India  
Email: natarajan.mahadevan@axiscap.in  
Attention: M. Natarajan

**ICICI Securities Limited**

ICICI Venture House  
Appasaheb Marathe Marg  
Prabhadevi, Mumbai 400 025  
Maharashtra, India  
Email: landmark.ipos@icicisecurities.com  
Attention: Hitesh Mandot

**In case of the Registrar:**

**Link Intime Private Limited**

C-101, 1<sup>st</sup> Floor, 247 Park,  
L.B.S. Marg, Vikhroli (West),  
Mumbai 400 083, Maharashtra, India  
Tel: +91 22 4918 6000  
E-mail: haresh.hinduja@linkintime.co.in  
Attention: Mr. Haresh Hinduja – Head, Primary Market

*Signature page to the Letter of Indemnity executed by Link Intime Private Limited in favour of Axis Capital Limited and ICICI Securities Limited in relation to the initial public offering of equity shares of Landmark Cars Limited*

Yours sincerely,

For and on behalf of Link Intime Private Limited

**Authorized Signatory**

Name:

Designation:

*Signature page to the Letter of Indemnity executed by Link Intime Private Limited in favour of Axis Capital Limited and ICICI Securities Limited in relation to the initial public offering of equity shares of Landmark Cars Limited*

Yours sincerely,

For and on behalf of Axis Capital Limited

**Authorized Signatory**

Name:

Designation:

*Signature page to the Letter of Indemnity executed by Link Intime Private Limited in favour of Axis Capital Limited and ICICI Securities Limited in relation to the initial public offering of equity shares of Landmark Cars Limited*

Yours sincerely,

For and on behalf of ICICI Securities Limited

**Authorized Signatory**

Name:

Designation: