INDIA NON JUDICIAL

सत्यमेव जयते

Government of Karnataka

Rs. 500

e-Stamp

Certificate No.	:	IN-KA04617591652515Y
Certificate Issued Date	:	10-Mar-2026 05:35 PM
Account Reference	:	NONACC (FI)/ kacrsfl08/ MURUGESHPALYA/ KA-SV
Unique Doc. Reference	:	SUBIN-KAKACRSFL0806155023488589Y
Purchased by	:	MANIPAL HEALTH ENTERPRISES LIMITED
Description of Document	:	Article 5(J) Agreement (in any other cases)
Property Description	:	REGISTRAR AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	MANIPAL HEALTH ENTERPRISES LIMITED
Second Party	:	KFIN TECHNOLOGIES LIMITED
Stamp Duty Paid By	:	MANIPAL HEALTH ENTERPRISES LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

सत्यमेव जयते

SSWCCSL (R) BRANCH Authorised Signatory Murugeshapalya, B'lore-17

Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT DATED MARCH 23, 2026, ENTERED INTO BY AND AMONGST MANIPAL HEALTH ENTERPRISES LIMITED, THE SELLING SHAREHOLDERS AND KFIN TECHNOLOGIES LIMITED

Statutory Alert:

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

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Government of Karnataka

Rs. 500

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Certificate No.	:	IN-KA04618677913436Y
Certificate Issued Date	:	10-Mar-2026 05:36 PM
Account Reference	:	NONACC (FI)/ kacrsfl08/ MURUGESHPALYA/ KA-SV
Unique Doc. Reference	:	SUBIN-KAKACRSFL0806151605285816Y
Purchased by	:	MANIPAL HEALTH ENTERPRISES LIMITED
Description of Document	:	Article 5(J) Agreement (in any other cases)
Property Description	:	REGISTRAR AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	MANIPAL HEALTH ENTERPRISES LIMITED
Second Party	:	KFIN TECHNOLOGIES LIMITED
Stamp Duty Paid By	:	MANIPAL HEALTH ENTERPRISES LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

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SSWCCSL (R) BRANCH Murugeshpalya, B'lore-17 Authorised Signatory

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INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

e-Stamp

Certificate No.	:	IN-KA04620100253790Y
Certificate Issued Date	:	10-Mar-2026 05:37 PM
Account Reference	:	NONACC (FI)/ kacrsfl08/ MURUGESHPALYA/ KA-SV
Unique Doc. Reference	:	SUBIN-KAKACRSFL0806147660676841Y
Purchased by	:	MANIPAL HEALTH ENTERPRISES LIMITED
Description of Document	:	Article 5(J) Agreement (in any other cases)
Property Description	:	REGISTRAR AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	MANIPAL HEALTH ENTERPRISES LIMITED
Second Party	:	KFIN TECHNOLOGIES LIMITED
Stamp Duty Paid By	:	MANIPAL HEALTH ENTERPRISES LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

सत्यमेव जयते

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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT DATED MARCH 23, 2026, ENTERED INTO BY AND AMONGST MANIPAL HEALTH ENTERPRISES LIMITED, THE SELLING SHAREHOLDERS AND KFIN TECHNOLOGIES LIMITED

REGISTRAR AGREEMENT

DATED MARCH 23, 2026

BY AND BETWEEN

MANIPAL HEALTH ENTERPRISES LIMITED

AND

THE SELLING SHAREHOLDERS (AS LISTED IN ANNEXURE A)

AND

KFIN TECHNOLOGIES LIMITED

This registrar agreement (hereinafter referred to as the "**Agreement**") is entered into on March 23, 2026, at Bengaluru, Karnataka between:

(1) **Manipal Health Enterprises Limited**, a company incorporated under the Companies Act, 1956, as amended and having its registered office at The Annexe, #98/2, Rustom Bagh, HAL Airport Road, Bangalore, Karnataka, India, 560 017 (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-in-interest and permitted assigns), of the **FIRST PART**;

(2) **THE SELLING SHAREHOLDERS AS LISTED IN ANNEXURE A** which are collectively referred to as the "**Selling Shareholders**" and individually, as a "**Selling Shareholder**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include each of its respective successors-in-interest and permitted assigns) of the **SECOND PART;**

(3) **KFIN TECHNOLOGIES LIMITED**, a company incorporated under the Companies Act, 2013, as amended and having its registered office at 301, The Centrium, 3rd Floor, 57, Lal Bahadur Shastri Road, Nav Pada, Kurla (West), Kurla, Mumbai, Maharashtra, India, 400 070 and at Selenium, Tower B, Plot No - 31 & 32, Financial District, Nanakramguda, Serilingampally, Rangareddi, Hyderabad - 500 032, Telangana, 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-in-interest and permitted assigns); of the **THIRD PART.**

In this Agreement, the Company, the Selling Shareholders and the Registrar are together referred to as "**Parties**", and individually as "**Party**", as the context may require.

WHEREAS

1. The Company and each of the Selling Shareholders propose to undertake an initial public offering of equity shares of face value of ₹2 each of the Company (the "**Equity Shares**"), which includes a fresh issue of Equity Shares by the Company (the "**Fresh Issue**") and an offer for sale of Equity Shares by the Selling Shareholders ("**Offer for Sale**", and together with the Fresh Issue, the "**Offer**" and such shares "**Offered Shares**") in accordance with the Companies Act, 2013, including any rules, regulations, clarifications and modifications thereto, each as amended (together, 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 (*as defined below*), at such price (the "**Offer Price**") as may be determined through the book building process as prescribed in Schedule XIII of the SEBI ICDR Regulations ("**Book Building**") and agreed to by the Company in consultation with Kotak Mahindra Capital Company Limited, Axis Capital Limited, Goldman Sachs (India) Securities Private Limited, Jefferies India Private Limited, J.P. Morgan India Private Limited, UBS Securities India Private Limited and DBS Bank India Limited (collectively, the "**BRLMs**"). The Offer may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the BRLMs, on a discretionary basis, in accordance with the SEBI ICDR Regulations. The Offer will be made (i) within the United States solely to persons who are reasonably believed to be "qualified institutional buyers" as defined in Rule 144A ("**Rule 144A**") under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**") in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act in reliance on Rule 144A; (ii) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations and in "offshore transactions" as defined in and in reliance on Regulation S ("**Regulation S**") under the U.S. Securities Act; (iii) outside the United States and India, to eligible investors in "offshore transactions" as defined in and in reliance on Regulation S, and in compliance with the applicable laws of the jurisdictions where offers and sales occur. The Company, through its Board or a duly authorised committee thereof, in consultation with the BRLMs, may consider an issue of specified securities of the Company, including by way of a private placement or any other method as may be permitted in accordance with SEBI ICDR Regulations to any person(s), at its discretion, prior to the filing of the red herring prospectus with the Registrar of Companies, Karnataka at Bengaluru (the "**RoC**") ("**Pre-IPO Placement**"). The Pre-IPO Placement, if undertaken, will be at a price to be decided by the Company in consultation with the BRLMs and subject to compliance with Rule 19(2)(b) of the Securities Contracts (Regulation) Rules, 1957. The Pre-IPO Placement, if undertaken, shall not exceed 20% of the size of the Fresh Issue. The Company, through its Board or a duly authorised committee thereof, in consultation with the BRLMs, may consider employee reservation of up to 5% of the post-Offer paid up equity share capital, for subscription by eligible employees ("**Employee Reservation Portion**"). The Offer less the **Employee Reservation Portion** is hereinafter

referred to as the "**Net Offer**".

2. The board of directors of the Company (the "**Board** / **Board of Directors**"), pursuant to a resolution dated March 4, 2026 have authorized and approved the Offer. Further, pursuant to Section 62(1)(c) of the Companies Act, the Fresh Issue has been approved by a special resolution adopted by the shareholders of the Company at the extraordinary general meeting of the shareholders held on March 10, 2026.

3. Each of the Selling Shareholders, severally and not jointly (and not jointly and severally), has consented to participate in the Offer for Sale, to the extent of its respective portions of the Offered Shares in accordance with the terms agreed to in its respective consent letters and/or respective board/committee resolutions, as applicable. The details of each of the Selling Shareholders and details of the number of their respective Offered Shares in relation to the Offer for Sale are provided in **Annexure A**. Further, the Board of the Company have taken on record the consent to participate in the Offer for Sale by the Selling Shareholders pursuant to a resolution passed at its meeting held on March 23, 2026.

4. The Company and the Selling Shareholders have appointed the BRLMs to manage the Offer as the book running lead managers on an exclusive basis and the BRLMs have accepted their engagement in terms of the engagement letter dated March 23, 2026, subject to such terms and conditions set forth therein.

5. 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 and in the manner as required under various rules, regulations and notifications, as applicable, and notified by the Securities and Exchange Board of India ("**SEBI**") as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended (the "**SEBI Act**").

6. The Registrar is an entity registered with the SEBI under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 2025, as amended (the "**SEBI RTA Regulations**") having a valid and subsisting registration number INR000000221 to act as the Registrar to the Offer (the activities pertaining to the Registrar to the Offer are hereinafter collectively referred to as the "**Assignment**"). The Assignment includes all duties, obligations and responsibilities required to be discharged by the Registrar to the Offer, in the manner as required under the various rules and regulations as applicable, including the SEBI Act, SEBI RTA Regulations and as required under various circulars and directions issued by SEBI from time to time including the SEBI master circular no. HO/38/13/(4)2026-MIRSD-POD/I/4298/2026 dated February 6, 2026 (including to the extent it pertains to the UPI Mechanism) (the "**SEBI RTA Master Circular**") and the Registrar has accepted the Assignment and terms and conditions detailed in this Agreement. The Board of Directors by its resolution dated March 23, 2026, has approved the appointment of KFin Technologies Limited as the Registrar to the Offer, as per the terms and conditions detailed in this Agreement.

7. In terms of Regulation 11(1)(c) of the SEBI RTA Regulations and Paragraph 3.2.4 of the SEBI RTA Master Circular, read with Regulation 23(7) of the SEBI ICDR Regulations, the Registrar is required to enter into a valid and legally binding agreement with the Company and each of the Selling Shareholders, severally and not jointly, for the Assignment *inter alia* to define the allocation of duties and responsibilities between the Parties and in pursuance of the same, the Parties have entered into the Agreement.

8. In accordance with the SEBI ICDR Regulations, the ASBA process is mandatory for all investors Bidding in the Offer (except Anchor Investors who may not Bid through the ASBA mechanism). The Anchor Investors are required to Bid only through the non-ASBA process in the Offer. UPI Bidders (as defined below) are required to apply through the unified payment interface ("**UPI**") mechanism in accordance with, and based on the timeline and conditions prescribed under the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019 (to the extent the circular is not rescinded by the SEBI RTA Master Circular), SEBI master circular no. HO/49/14/14(2)2026-CFD/PoD2/I/4518/2026 dated February 9, 2026 ("**SEBI ICDR Master Circular**"), SEBI RTA Master Circular, NSE circular (25/2022) dated August 3, 2022, BSE circular (20220803-40) dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI in this regard (collectively, the "**UPI Circulars**") and any other Applicable Laws. The Parties agree to abide by the UPI Circulars, as may be applicable, and the obligations of Parties under the UPI Circulars and any instructions issued thereon by SEBI, shall be deemed to be incorporated in this Agreement. Accordingly, to the extent the obligations of any of the Parties contained in this Agreement are contrary to the UPI Circulars, the UPI Circulars shall prevail.

9. Further, pursuant to the SEBI ICDR Master Circular, the Registrar along with the Self Certified Syndicate Banks ("**SCSBs**") have undertaken necessary systematic and procedural arrangements to ensure that ASBA applications, irrespective of the category of Bidder or mode of application, are processed only after receipt of application money is blocked in the investor's bank account. The Registrar and SCSBs will comply with any additional circulars or other Applicable Laws, and the instructions of the BRLMs, as may be issued in connection with the UPI Circulars.

10. Further, the Company shall, to the extent permissible under the terms of this Agreement and Applicable Laws, instruct the Registrar to follow, co-operate and comply with the instructions given by the BRLMs and whereby the Registrar warrants and undertakes to perform its obligations and responsibilities under this Agreement in a timely and efficient manner.

NOW THEREFORE, the Parties do hereby agree as follows:

1. **INTERPRETATION**

In this Agreement, unless the context otherwise requires:

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

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

c) heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;

d) references to the words "include" or "including" shall be construed without limitation;

e) references to this Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Agreement or to such agreement, deed or other instrument as the same may from time to time be amended, varied, supplemented, novated or replaced thereof;

f) a reference to an article, clause, section, paragraph, recital, preamble, schedule or annexure is, unless indicated to the contrary, a reference to an article, clause, section, paragraph, recital, preamble, schedule or annexure of this Agreement;

g) references to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, consolidated, modified, extended, replaced or re-enacted;

h) any reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns;

i) reference to the Offer Documents shall mean the Offer Documents (*as defined below*) as of their respective dates;

j) in this Agreement, the term "**ASBA**" shall mean the application (whether physical or electronic) either directly or through an intermediary, used by ASBA Bidders to make a Bid and authorising an SCSB to block the Bid Amount in the relevant ASBA Account and will include applications made by UPI Bidders, where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by the UPI Bidders;

k) time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;

l) references to a number of days shall mean such number of calendar days unless otherwise specified. When any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day;

m) references to "**Working Day(s)**" shall mean all days on which commercial banks in Mumbai, Maharashtra, India are open for business. In respect of announcement of Price Band and Bid/Offer Period, Working Day shall mean all days, excluding Saturdays, Sundays, and public holidays, on which commercial banks in Mumbai are open for business. In respect of the time period between the Bid/ Offer Closing Date and the listing of the Equity Shares on the Stock Exchanges, Working Day shall mean all trading days of the Stock Exchanges, excluding Sundays and bank holidays in India, as per circulars issued by SEBI;

n) the Parties acknowledge and agree that the Schedules attached hereto form an integral part of this Agreement; and

o) all capitalized terms used in this Agreement shall, unless specifically defined herein, have the same meaning ascribed to such terms under the draft red herring prospectus (the "**DRHP**") to be filed by the Company with the SEBI, the National Stock Exchange of India Limited ("**NSE**") and BSE Limited ("**BSE**", and together with the NSE, the "**Stock Exchanges**") and the red herring prospectus (the "**RHP**") and the prospectus (the "**Prospectus**" and together with the DRHP and RHP, the "**Offer Documents**") including any amendments, addendums or corrigenda issued thereto, to be filed by the Company with the SEBI, the RoC, and Stock Exchanges, as applicable, and the offer agreement, to be executed by and amongst the Company, the Selling Shareholders and the BRLMs, as the case may be in relation to the Offer ("**Offer Agreement**").

p) in this Agreement, the term "**UPI Mechanism**" shall mean the bidding mechanism that shall be used by a UPI Bidder to make an ASBA Bid in the Offer in accordance with the UPI Circulars.

q) in this Agreement, the term "**UPI Bidder**" shall mean collectively, individual investors applying as Retail Individual Bidders ("**RIBs**") in the Retail Portion, individuals applying as Non-Institutional Investors with a Bid Amount of more than ₹ 200,000 up to ₹ 500,000 in the Non-Institutional Category. Pursuant to the SEBI ICDR Master Circular, all individual investors applying in public issues where the application amount is up to ₹ 500,000 shall use UPI and shall provide their UPI ID in the bid-cum-application form submitted with: (i) a syndicate member, (ii) a stock broker registered with a recognized stock exchange (whose name is mentioned on the website of the stock exchange as eligible for such activity), (iii) a depository participant (whose name is mentioned on the website of the stock exchange as eligible for such activity), and (iv) a registrar to an issue and share transfer agent (whose name is mentioned on the website of the stock exchange as eligible for such activity).

r) in this Agreement, the term "**Non-Institutional Bidders**" shall mean all Bidders, including FPIs other than individuals, corporate bodies and family offices, registered with SEBI, that are not qualified institutional buyers (the "**QIBs**") (including Anchor Investors) or RIBs and who have Bid for Equity Shares for an amount of more than ₹200,000 (but not including NRIs other than Eligible NRIs); and

s) in this Agreement, the term "**Retail Portion**" shall mean the portion of the Offer being not less than 35% of the Net Offer, available for allocation to RIBs as per the SEBI ICDR Regulations, subject to valid Bids being received at or above the Offer Price;

t) in this Agreement, the term "**Anchor Investor Portion**" shall mean up to 60% of the QIB Portion, which may be allocated by the Company, in consultation with the BRLMs, to the Anchor Investors on a discretionary basis in accordance with the SEBI ICDR Regulations. One-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds only, subject to valid Bids being received from domestic Mutual Funds at or above the Anchor Investor Allocation Price, in accordance with the SEBI ICDR Regulations;

u) Any confirmation, representation, warranty, undertaking or statement by a Selling Shareholder in this Agreement shall deemed to be a confirmation, representation, warranty, undertaking or statement, as the case may be, of that respective Selling Shareholder solely and shall not be considered to be a confirmation, representation, warranty, undertaking or statement by any other Selling Shareholder(s).

2. The Company and each of the Selling Shareholders hereby appoint KFin Technologies Limited as the 'Registrar to the Offer' and the Registrar accepts such appointment by accepting the terms of appointment

as set out in this Agreement and signing this Agreement through its authorized signatory. Notwithstanding anything contained to the contrary in this Agreement, the rights and obligations of the Company and each of the Selling Shareholders hereunder shall be several and not joint (and not joint and several) and none of the Selling Shareholders shall be responsible or liable, directly or indirectly, for the obligations, covenants or undertakings of the Company or the Registrar or any of the other Selling Shareholders, as the case may be. Notwithstanding anything contained in this Agreement, no Party shall be responsible or liable, directly or indirectly, for any default by or actions or omissions of any other Party and the obligations of each of the Selling Shareholders under this Agreement shall be several and not joint (and not joint and several) and limited to the extent of itself or its respective portion of the Offered Shares.

3. The Registrar hereby undertakes to perform and fulfill the Assignment, as described herein (including all such works which are not specifically mentioned herein but are implied for completion of the Assignment), and to provide such other functions, duties, obligations and services as are required in accordance with applicable law (including but not limited to the rules, regulations, guidelines, directions and circulars prescribed by SEBI, including UPI Circulars and the applicable provisions of the SEBI ICDR Regulations, and the applicable provisions of the Companies Act or decree of any court or any arbitral authority, or any subordinate legislation, as may be in force from time to time) in respect of the Offer ("**Applicable Laws**") and to exercise all reasonable and proper skills and attention necessarily required to discharge its duty of care to the Company and Selling Shareholders for rendering its services. The Registrar warrants and undertakes that it shall be its sole and absolute responsibility to ensure that the Assignment and such functions, duties, obligations and services as required under the terms of this Agreement are performed in a professional and timely manner in compliance with the Applicable Laws and such functions, duties, obligations and services as required under the terms of this Agreement.

4. The Registrar represents, warrants, declares and undertakes to the other Parties that:

a) The Registrar is duly incorporated and validly exists under Applicable Laws.

b) The Registrar has obtained a certificate of permanent registration bearing registration number INR000000221 from the SEBI and the certificate is valid permanently from April 1, 2022, unless suspended or cancelled by the SEBI (the "**Certificate**").

c) The Registrar shall ensure that the Certificate shall remain valid and in force at all times until the completion of the Assignment, including by taking prompt steps for its renewal or re-application if it is cancelled earlier. The Registrar shall keep the Company, each of the Selling Shareholders and the BRLMs informed in writing on an immediate basis if due to any reasons, 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 regulatory, judicial, statutory, administrative, governmental and/or quasi-judicial authority. A copy of the Certificate is attached as **Schedule III** hereto.

d) The Registrar shall keep and maintain the books of accounts and other records and documents as specified in Regulations 17 and 18 of the SEBI RTA Regulations and SEBI RTA Master Circular, for a period of minimum 8 (eight) years from the date of listing and commencement of trading of the Equity Shares pursuant to the Offer, or such other period as may be prescribed under Applicable Laws. It shall also maintain records of holders of securities issued by the Company and shall deal with all matters connected with transactions in such securities in the matter as prescribed under the SEBI RTA Regulations. Any and all records/ documents referred to and forming part of annexure 6, under paragraph 12.2 of the SEBI RTA Master Circular, shall be preserved and maintained by the Registrar for a period not less than 8 (eight) years from the date of listing and commencement of trading of the Equity Shares pursuant to the Offer or such other period as may be prescribed under Applicable Laws, on behalf of the Company.

e) The Registrar is not an associate and shall not be deemed to be an associate of the Company, or any of the Selling Shareholders or any of the BRLMs for the purposes of the SEBI RTA Regulations, to the extent applicable.

f) The Registrar has a clean track record, and no penalty has been imposed on it or on any of its directors, management, representatives, officers, employees, advisors, successors and agents or other persons acting on its behalf by SEBI now or in the past. The Registrar has not violated any of the conditions subject to which its registration with SEBI has been granted and no disciplinary or other proceedings have been commenced against it by SEBI or any other statutory, regulatory, quasi-judicial, governmental, administrative, judicial and/or supervisory authority or court/tribunal, at any point of time and it is not prohibited/debarred/suspended from carrying on its activities as a Registrar to the Offer by SEBI or any other regulatory, statutory, quasi-judicial, governmental, administrative or judicial authority, including the activities in relation to this Assignment. No orders have been passed restricting the Registrar from carrying out this Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, the Registrar agrees to promptly inform the Company, each of the Selling Shareholders and the BRLMs of such orders in writing and fully support and cooperate to establish alternate arrangements as may be necessary for carrying out the Assignment and to complete the Offer as per the mandated regulatory timelines (at no extra cost) 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 Company and the Selling Shareholders. In the event, (i) the Company, its affiliates, its advisors, associates, intermediaries, successors and agents or other persons acting on its behalf and permitted assigns ("**Company Indemnified Parties**"), (ii) each Selling Shareholder and its respective affiliates, investment manager and each of its respective affiliates, partners, promoters, directors, management, representatives, officers, employees, advisors, associates, intermediaries, successors and agents or other persons acting on its behalf and permitted assigns or other persons acting on their behalf ("**Selling Shareholders' Indemnified Parties**"), (iii) the BRLMs and each of their respective affiliates, partners, directors, promoters, management, representatives, officers, employees, associates, advisors, successors, intermediaries and agents or other persons acting on its behalf and permitted assigns, 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's Indemnified Parties**" and together with the Company Indemnified Parties, the Selling Shareholders' Indemnified Parties, the "**Indemnified Parties**") incur any loss due to such inability of the Registrar to carry on the Assignment, the cause of which is solely attributable to the Registrar and/or any of its partners, representatives, officers, directors, employees, agents, advisors, management or other persons acting on its behalf **(the "Indemnifying Parties**") then the Indemnifying Parties shall indemnify each of the Company Indemnified Parties, each of the BRLMs' Indemnified Parties and each of the Selling Shareholders' Indemnified Parties, as applicable, severally and not jointly (and not jointly and severally), as applicable, in accordance with the terms of this Agreement, in case of the Company and the Selling Shareholders' Indemnified Parties and in accordance with the Letter of Indemnity, in case of BRLMs' Indemnified Parties.

g) The Registrar shall perform the Assignment with highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III of the SEBI RTA Regulations and complete all the formalities accurately, diligently and within the specified time limits as per Applicable Laws, including, without limitation the applicable rules, regulations, guidelines, circulars, notifications and directions issued by SEBI from time to time, including the SEBI ICDR Regulations, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("**SEBI Listing Regulations**"), SEBI ICDR Master Circular, SEBI RTA Master Circular, UPI Circulars and any other Applicable Laws and shall act in an ethical and professional 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 the Bidders. The Registrar will not take up any activities which are likely to be in conflict with its own interests, interests of the Company, the Company's shareholders, including any of the Selling Shareholders' Indemnified Parties, the BRLMs' Indemnified Parties and any other person in relation to the Offer, including any other intermediary or the Bidders, etc. or contrary to or in violation of any rules, regulations, notifications, circulars, guidelines or orders/directions issued by SEBI from time to time or other Applicable Laws.

h) The Registrar shall make adequate disclosures in writing 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 are likely to impair its ability to render fair, objective and unbiased service during the course of the Assignment. The Registrar shall cooperate and comply with any instructions the Company, each of the Selling Shareholders and the BRLMs may provide in respect of the Offer, provided that the Company, each of the Selling Shareholders and BRLMs do not give any instructions which are in violation of the terms of this Agreement and any applicable rules and regulations. The Registrar shall immediately notify the Company, each of the Selling Shareholders and the BRLMs, in writing of any delay or anticipated delay or errors committed while completing any 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' Indemnified Parties and/or each of the BRLMs' Indemnified Parties for any losses caused due to such error or delays. For avoidance of any doubt, it is clarified that in the event of any conflict amongst the instructions provided by a Selling Shareholder in relation to its respective portion of the Offered Shares, with instructions provided by any other Party, the Registrar shall comply with the instructions of such Selling Shareholder, provided that such instructions are not in violation of any Applicable Laws. The Registrar shall provide all assistance in formulating and implementing any plan or any additional measures to be taken due to the impact of any force majeure events on the Offer related activities, to ensure that the timelines and other requirements prescribed under the Applicable Laws and as agreed by the Company, each of the Selling Shareholders and BRLMs are met. The Registrar confirms that any force majeure events and other measures taken in response thereto have not resulted in any material adverse effect on the Registrar or its ability to perform in full its obligations under this Agreement. The Registrar further confirms that it shall 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 force majeure events.

i) The Registrar 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 Laws, including, without limitation, the SEBI ICDR Regulations, the SEBI RTA Master Circular, UPI Circulars, the SEBI Listing Regulations and rules, regulations and bye-laws of the Stock Exchanges and the rules, the guidelines, regulations, directions, notifications and circulars issued by SEBI from time to time, each as amended.

j) The Registrar is a 'fit and proper person' as per the criteria specified in Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008, as amended, and the SEBI RTA Regulations.

k) The Registrar has adequate connectivity with the depositories, namely the National Securities Depository Limited ("**NSDL**") and the Central Depositories Services (India) Limited ("**CDSL**" together with NSDL the "**Depositories**") in order to perform the Assignment in accordance with the terms of this Agreement and in the event of failure of internet and/or software issues of the Depositories, it undertakes to conduct all the exercise manually.

l) The Registrar has the required infrastructure, facilities, qualified personnel, capacity, capability, back up data maintenance and disaster recovery system, business continuity process, cyber security and cyber resilience framework and the net worth (including, as stipulated in the SEBI RTA Regulations, SEBI RTA Master Circular and Applicable Laws) to honour its obligations and liabilities under this Agreement. It shall have a dedicated separate team of personnel handling post-Offer correspondences.

m) The Registrar is in compliance with the requirements of the SEBI RTA Master Circular for enhanced monitoring of qualified registrar to an offer and share transfer agents.

n) It shall ensure compliance with the investor charter specified by SEBI from time to time, as provided under Regulation 22 of the SEBI RTA Regulations.

o) The Registrar 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. The Registrar shall immediately notify in writing, the Company, each of the Selling Shareholders and the BRLMs of any delay or errors committed in the performance of the Assignment and other services indicated herein, which could not be avoided and/or any corrective action taken thereto, and shall indemnify the Company Indemnified Parties, each of the Selling Shareholders' Indemnified Parties and the BRLMs' Indemnified Parties, severally and not jointly, for any losses caused due to such error or delays in completion of any of the formalities, if, in the opinion of the Company Indemnified Parties and/or each of the Selling Shareholders' Indemnified Parties and the BRLMs' Indemnified Parties, as the case may be, such errors/delays are caused by the acts/actions of the Registrar.

p) The Registrar is not subject to any litigation, or injunction or order of, any court or regulatory, statutory, administrative, quasi-judicial, governmental or judicial authority that seeks to prevent it from entering into this Agreement or performing the Assignment in any manner or acting as the registrar in relation to any public offering by a company, including the Offer. The Registrar shall immediately notify in writing, the Company, each of the Selling Shareholders and the BRLMs in writing of any such litigation, or injunction or order of any court or regulatory, statutory, administrative, quasi-judicial, governmental or judicial authority, and about the progress with regard to any legal action initiated against it and/or any of its group entities by any such authority from time to time.

q) This Agreement has been duly authorized, 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 or any agreement, deed or undertaking entered into by the Registrar. The Registrar confirms that there is no show cause notice received by it or any pending investigation or inquiries against it, the outcome of which may affect the Registrar's ability to perform the Assignment and/or its duties or obligations under this Agreement.

r) The Registrar shall ensure that the demographic details provided by the Bidders in the Bid cum Application Forms shall not be used by it for any purpose other than in relation to the Offer.

s) In the event, the Registrar is unable to continue to act as the Registrar to the Offer, or perform any of its obligations under this Agreement at any point of time, due to any order, direction or injunction of any statutory, regulatory, quasi-judicial, governmental, administrative and/or judicial 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, each of the Selling Shareholders and the BRLMs, in writing 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 any of the Selling Shareholders for such transition, to another registrar to the offer, as may be appointed by the Company and each of the Selling Shareholders in consultation with the BRLMs. However, the Registrar shall continue to be liable for any acts done prior to such transition.

t) The Registrar has duly appointed an officer who shall be responsible for monitoring the compliance with the SEBI Act and other rules and regulations, notifications, guidelines, instructions etc. issued by SEBI or the Central Government and for redressal of investor grievances in accordance with Regulations 19 and 21 of the SEBI RTA Regulations, SEBI RTA Master Circular and other applicable provisions of the SEBI RTA Regulations.

u) The Registrar has formulated and implemented a comprehensive policy framework, approved by its board of directors, and it is in compliance with the requirements of paragraph 11 and 26 of the SEBI RTA Master Circular and has implemented all policies and systems required in such circulars and in the event of failure of internet and / or software issues of the Depositories, it undertakes to conduct all the exercise manually.

v) The Registrar shall, in the event of any change in its status/ constitution/ change in control (as defined in the SEBI RTA Regulations) subject to prior written consent of the Company and each of the Selling Shareholders with respect to such change in its status / constitution/ change in control (as defined in the SEBI RTA Regulations), obtain the permission of SEBI and any other regulatory, statutory, judicial, quasi-judicial, supervisory, governmental or administrative authority, and shall duly inform the Company, each of the Selling Shareholders and the BRLMs immediately of such change in status or constitution/ change in control (as defined in the SEBI RTA Regulations) in writing.

w) The Registrar shall hand-over to the Company and to each of the Selling Shareholders all the records/data and all related documents which are in its possession in its capacity as the Registrar, within 15 (fifteen) days from the date of termination of this Agreement, or within 15 (fifteen) days from the date of cancellation of its Certificate, whichever is earlier. The Registrar shall provide back-up documents for the transactions to the BRLMs within one month of closure of the Offer.

x) There are no other circumstances which may affect the Registrar's ability to perform its duties and obligations under this Agreement to the satisfaction of the Company and each of the Selling Shareholders.

y) It shall keep the Company, each of the Selling Shareholders, and the BRLMs fully informed of the progress with regard to any legal action initiated against it and/or any of its group entities by any regulatory or statutory, judicial, quasi-judicial, governmental and/or administrative authority from time to time.

5. The Company in relation to the Offer hereby declares that it has complied with and agree to comply with all statutory and regulatory formalities under the Companies Act, the SEBI ICDR Regulations and other relevant statutes, rules, regulations and guidelines to enable it to undertake the Offer. The Company also agrees that it will co-ordinate with the Registrar, and the Company, and BRLMs, will not give any instructions which are in violation of any legislation, applicable rules, regulations and/or guidelines issued by SEBI and any other relevant statutory/ regulatory/ judicial/ quasi-judicial/ administrative/ governmental authority. If the Registrar receives any instructions under this Agreement, which are not in conformity with the Applicable Laws, the Registrar shall immediately notify the Company, each of the Selling Shareholders and the BRLMs in writing about such instructions pursuant to which Company, any of the Selling Shareholders, as applicable, will be free to withdraw/modify such instructions, if required, in consultation with the BRLMs. It is clarified that all the obligations of the Company and each of the Selling Shareholders under this Agreement shall be several and not joint (and not joint and several) and no Party shall be responsible or liable directly or indirectly for any acts or omissions for any default by another Party.

6. This Agreement is entered into between the Parties for engaging KFin Technologies Limited as the Registrar to the Offer and does not in any way bind the Company and/or any of the Selling Shareholders to appoint KFin Technologies Limited as the registrar and share transfer agent ("**RTA**") of the Company and the Selling Shareholders. The Company and each of the Selling Shareholders have the absolute right to appoint any other agency as their RTA. In the event of appointment of any other agency as the RTA other than the Registrar or its associates, the Registrar shall transfer/part with all and every information pertaining to the investors/shareholders available to the Registrar by virtue of being the Registrar to the Offer in a format compatible to the RTA appointed by the Company and each of the Selling Shareholders, in consultation with the BRLMs, without any additional charges, and shall take all necessary actions and steps as may be required by the Company and/or the concerned Selling Shareholder(s) in relation to appointment of such other agency as its RTA. The Registrar is aware that in such situations any unreasonable delay in doing so will cause difficulties to the Company, any of the Selling Shareholders or any of its investors for which the Registrar will be liable.

7. The Parties, severally and not jointly (and not jointly and severally), agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in this Agreement and **Schedule I** hereunder, which functions, duties and obligations are indicative and not exhaustive and are generally in conformity with the model agreement contemplated under the SEBI ICDR Regulations, SEBI ICDR Master Circular, SEBI RTA Master Circular and the SEBI RTA Regulations. The Parties may include further activities agreed upon mutually but all the activities pertaining to the Assignment shall be listed in writing and agreed upon mutually between the Parties. The Registrar agrees to undertake all the obligations and responsibilities as Registrar to the Offer specified herein as well as in the Underwriting Agreement (as defined below), Cash Escrow and Sponsor Bank Agreement (as defined below), Share Escrow Agreement (as defined below), the Syndicate Agreement (as defined below), and the Offer Documents to be issued by the Company in relation to the Offer and any other agreement(s) executed in relation to the Offer in so far as it is not contrary to the SEBI ICDR Regulations and other Applicable Laws. The Registrar hereby consents to the inclusion of its name, logo and other details (including address, contact and SEBI registration details) as the Registrar to the Offer in the Offer Documents and in such other documents as are required for the Offer and agrees to provide a consent letter in the form and manner satisfactory to the Company, each of the Selling Shareholders and the BRLMs.

8. Without prejudice to the above, the Registrar's Assignment shall include without limitation, the following activities, subject to compliance with Applicable Law:

a) To enter into a cash escrow and sponsor bank agreement ("**Cash Escrow and Sponsor Bank Agreement**") with the Company, each of the Selling Shareholders, the BRLMs, the Syndicate Members, Escrow Collection Bank(s), Refund Bank(s), Public Offer Account Bank(s) and Sponsor

Bank(s) (collectively with the Escrow Collection Bank(s), Refund Bank(s), Public Offer Account Bank(s), the "**Banker(s) to the Offer**") in terms of which escrow account(s) will be opened ("**Escrow Account(s)**") wherein the Registrar shall issue requisite instructions to the Banker(s) to the Offer in terms of the Cash Escrow and Sponsor Bank Agreement;

b) To enter into the share escrow agreement with the Company and each of the Selling Shareholders ("**Share Escrow Agreement**"), pursuant to which the Selling Shareholders shall, prior to the filing of the Red Herring Prospectus, open a share escrow account ("**Share Escrow Account**") with the Registrar wherein each of the Selling Shareholders shall transfer their respective portions of the Offered Shares within the prescribed timelines agreed to in the Share Escrow Agreement. The Registrar shall operate the Share Escrow Account in terms of instructions by each of the Selling Shareholders and the BRLMs, as applicable, and issued under the terms of the Share Escrow Agreement and ensure that the respective portion of the Offered Shares offered by each of the Selling Shareholders are transferred to the Share Escrow Account in accordance with the Share Escrow Agreement;

c) To enter into the syndicate agreement with the Company, each of the Selling Shareholders, the BRLMs and Syndicate Members ("**Syndicate Agreement**"), and an underwriting agreement with the Company, each of the Selling Shareholders, the BRLMs and the Syndicate Members ("**Underwriting Agreement**") in relation to fulfilment of underwriting obligations and the Registrar shall provide the necessary notices and perform such other functions as may be agreed upon in accordance with such Syndicate Agreement and Underwriting Agreement;

d) To enter into any other agreement with the Company, the Selling Shareholders, the BRLMs or any other persons as applicable in terms of which the Registrar shall perform functions as may be agreed upon in accordance with such agreements;

e) To liaise with Depositories on behalf of the Company and each of the Selling Shareholders for obtaining the International Securities Identification Number ("**ISIN**") of the Equity Shares and to be a party to the tripartite agreements to be entered into with the Company and the Depositories, if required;

f) To provide detailed instructions to the Bankers to the Offer, SCSBs, members of Syndicate, Collecting Depository Participants ("**CDPs**"), sub-Syndicate members/agents, registrars and share transfer agents registered with SEBI ("**RTAs**") and Registered Brokers who are authorized to collect ASBA Forms from the Bidders and Anchor Investor Application Forms in relation to the Offer (collectively, the "**Designated Intermediaries**"), as applicable, including the format and timeline of receipt of information;

g) To finalize with the Company, each of the Selling Shareholders and the BRLMs on the amount of processing fees payable to SCSBs and the Sponsor Banks, brokerage and selling commission for the members of the Syndicate, Registered Brokers, RTAs and CDPs, the basis of the commission payable to the members of the Syndicate, CDPs, sub-Syndicate members/agents, RTAs, and the Registered Brokers, inform the Designated Intermediaries of the Bid/ Offer Opening Date and Bid/ Offer Closing Date, including details of revision in Price Band, Floor Price, Bid/ Offer Period, if any;

h) If required, to liaise with the Company for dematerialization of its Equity Shares in physical mode held by its existing shareholders, including each of the Selling Shareholders and of any other persons as may be required under Applicable Laws (prior to the filing of the DRHP or the RHP with the RoC, as the case may be);

i) Provide inputs for finalizing the Bankers to the Offer (including Sponsor Bank(s)) for inter alia,: (i) collection of application money from the Anchor Investors in the Escrow Account, (ii) transfer of the Offer proceeds to the Public Offer Account in accordance with the Companies Act, (iii) unblocking of application money and transfer of refunds to be paid to Anchor Investors, and (iv) assist in identification of the collecting branches at the collection centres finalized, as applicable;

j) Provide detailed instructions to the Escrow Banks (in relation to the Bids by Anchor Investors) and SCSBs, Sponsor Bank(s) and Designated Intermediaries, as applicable, including on the format and timeline of receipt of information and providing/ specifying the form to the SCSBs, the Syndicate and the Designated Intermediaries in which information in relation to ASBA Bids or the UPI Mechanism is required;

k) To liaise with the Designated Intermediaries and the Sponsor Banks to carry out the required steps for the purposes of the Offer;

l) Accept and collect completed ASBA Forms;

m) Ensure that with respect to UPI Bidders, the relevant Designated Intermediaries do not undertake physical movement of the ASBA Forms to the SCSBs, as applicable;

n) Assisting BRLMs, each of the Selling Shareholders and the Company to ensure compliance of all post issue activities within time as prescribed under Applicable Laws;

o) Review the sections related to procedural aspects of the Offer in the Offer Documents, including the 'Offer Procedure' section and other documents or information in connection with the Offer, and confirm their accuracy;

p) Receive and provide inputs to the Company, and each of the Selling Shareholders, for designing and printing the Bid cum Application Form, prepare the Confirmation of Allocation Note ("**CAN**") for Anchor Investors, Allotment Advice and any other pre and post Offer related stationery and ensure that the floor price or the price band is prefilled in the Bid cum Application Forms made available on the website of the Stock Exchanges and the Designated Intermediaries;

q) Ensure that Bids made through the UPI Mechanism in respect of SCSBs have been made only through the SCSBs/mobile applications whose name appears on the SEBI website (www.sebi.gov.in) on the following path: *Home » Intermediaries/Market Infrastructure Institutions » Recognised Intermediaries » Self Certified Syndicate Banks eligible as Issuer Banks for UPI*;

r) Intimate the Designated Intermediaries and the Sponsor Banks before opening of the Offer, on the amount of processing fees payable to the SCSBs in respect of ASBA Forms and to the Sponsor Bank(s) for Bids made by UPI Investors using the UPI Mechanism, and also 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; The processing fees for applications made by Individual Bidders using the UPI Mechanism may be released to the remitter banks (SCSBs) only after such banks provide a written confirmation in compliance with the SEBI RTA Master Circular;

s) Follow-up with the Sponsor Banks (through the Designated Stock Exchange), Bankers to the Offer and the SCSBs for certificate on no complaints pending against the SCSBs and Syndicate Members associated to the Offer, certificate confirming that all the SCSBs involved in the ASBA process have unblocked ASBA accounts and receipt of final certificates with respect to the subscription monies collected and reconcile any data mismatches with the Sponsor Bank(s), Banker to the Offer and the SCSBs and advise the members of the Syndicate through the Stock Exchanges, of the mismatches, if any, that may warrant a correction of the Bid data;

t) Subject to Applicable Law, submit details of cancelled/withdrawn/deleted Bids to SCSB's on a daily basis within 60 (sixty) minutes of Bid closure time from the Bid/ Offer Opening Date till Bid/ Offer Closing Date by obtaining the same from Stock Exchanges, in accordance with the SEBI RTA Master Circular. The Registrar shall also collect and maintain records of the requisite certificate from the SCSBs in accordance with the abovementioned circular and in the format prescribed thereunder in the SEBI RTA Master Circular. The Registrar shall keep a track of details of unblocking of applications received from SCBs, on a daily basis, in the format prescribed in the SEBI RTA Master Circular or within such timelines as may be prescribed by SEBI. The Registrar shall also provide the consolidated compliance of all SCSBs to the BRLMs for onward submission to SEBI as and when sought. Subject to Applicable Laws, the Registrar shall follow up with SCSBs for confirmations and collate the confirmations as prescribed under the SEBI RTA Master Circular.

u) While collecting the final certificates, check the accuracy of the date of such certificates, duly signed on letterhead/ stamped and confirm that such certificates have been received within specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI;

v) Advise the Company and each of the Selling Shareholders on the amount of stamp duty payable and the mode of payment of such stamp duty on the Equity Shares being issued and transferred through the Offer;

w) Provide and specify the format to the Designated Intermediaries (authorized to accept and bid) and the Registered Brokers as per information provided on the websites of the Stock Exchanges in which information in relation to the Bid cum Application Form collected by such agencies or their representatives should be provided to the Registrar, as applicable;

x) To inform the Designated Intermediaries and the BRLMs in writing of any errors in the Bid details, as applicable, along with advice to send the rectified data within a specified date, as applicable.

y) Collect, within the timelines prescribed under and in accordance with Applicable Laws and in accordance with agreements entered into in this regard, and in manner as specified by the Company, each of the Selling Shareholders and the BRLMs and in accordance with Applicable Laws:

i. The Bid File received from the Stock Exchanges containing details including the Bid cum Application Form numbers, number of Equity Shares, the Bid Amount and any other additional fields as may be required by the Escrow Collection Banks, to all the Escrow Collection Banks and the SCSBs who shall use such information for validation at their end;

ii. Bid cum Application Forms from the Designated Intermediaries and the Anchor Investor Application Forms from the BRLMs and the ASBA Forms to the Designated Intermediaries. The data/information with respect to Bid Amount of Anchor Investors from the Escrow Collection Bank within the specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI;

iii. Electronic bid file/data (including ASBA data) from the Stock Exchanges containing the applicable number and Bid Amount and sharing the same with the SCSBs for validation and reconciliation on a daily basis;

iv. Coordination and obtaining certificate of blocked funds, in respect of Bids made by UPI Bidders, from the Sponsor Banks after the Bid/Offer Closing Date;

v. 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 made through the ASBA mechanism from each Designated Intermediary and the Sponsor Bank;

vi. Physical Bid cum Application Forms (pertaining to UPI Bids) from the Registered Brokers following the expiry of six months from the Bid/Offer Closing Date;

vii. Soft and hard copies, as applicable, of ASBA Forms, bank schedules, reconciled data and final certificates from all centers of the Designated Intermediaries and the Sponsor Banks, and with respect to Anchor Investors, the Anchor Investor Application Forms from the BRLMs and the date/ information with respect to the Bid Amount of Anchor Investors from the Bankers to the Offer. The Registrar shall ensure to collect the aforesaid information and documents within the timelines prescribed by SEBI from time to time and relevant agreements entered into in this regard and instructed by the BRLMs;

viii. PAN, DP ID, UPI ID, Client ID and other demographic details of valid beneficiary accounts from the Depositories, and in each case, in accordance with the instructions of the Company, each of the Selling Shareholders and the BRLMs and in case of reporting any disruptions/delay in the flow of applications from the Designated Intermediaries to the Company, each of 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; and

ix. application form and relevant consignment details from Escrow Collection Banks and the

SCSBs and other Designated Intermediaries.

z) Ensure that timely follow-up and best efforts are carried out by it to collect all the Bid cum Application Forms;

aa) Process all Bids along with bank schedules received from the Designated Intermediaries, the Sponsor Banks and the SCSBs in respect of the Offer, the BRLMs and Escrow Collection Banks, as applicable, in respect of the Offer and the electronic Bid file (including ASBA data) received from the Stock Exchanges in respect of the Offer;

bb) 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;

cc) Where the Registrar requires to liaise with third parties for the Assignment, including Designated Intermediaries and the Sponsor Banks, it shall make all efforts to ensure that such third party carries out the duties within prescribed timelines so that there is no delay in completing the Assignment within the statutory timelines as prescribed under Applicable Laws;

dd) Keep accurately, at all times, the records of the Bid file, received from the Stock Exchanges and the Bid cum Application Forms, reconciled data, bank schedules and final certificate from various centres of the SCSBs and the Sponsor Banks and with respect to Anchor Investors, Bid cum Application Forms from the BRLMs and the data/information with respect to Bid Amount of Anchor Investor from the Escrow Collection Banks;

ee) On Bid/ Offer Closing Date, collect the Bid file from the Stock Exchanges and the BRLMs and validate the DP ID, Client ID and PAN with the depository database and provide a file to the concerned Designated Intermediary, Sponsor Banks and the BRLMs of the erroneous bids which will be considered as invalid;

ff) To enter accurate data based on physical Bid cum Application Forms and verify scanned copies of the Bid cum Application Forms received from the Anchor Investors for the purpose of preparation of Designated Intermediary performance report and for resolution of investor grievances, where applicable.

gg) At the time of finalization of the Basis of Allotment, the Registrar shall verify the PAN, issued by the Income Tax Department of India for checking compliance for a single foreign portfolio investor, and check compliance with SEBI RTA Master Circular, and any other circulars or notifications issued thereunder in relation to SEBI (Foreign Portfolio Investors) Regulations, 2019 ("**FPI Regulations**"), as applicable, including ensuring that the purchase of Equity Shares of the Company by a single foreign portfolio investor ("**FPIs**") or an investor group shall be below ten percent of the total issued capital of the Company. Further, the Registrar shall obtain validation from the Depositories for the foreign portfolio investors who have invested in the Offer to ensure there is no breach of investment limits set out under the FPI Regulations, as amended within the timelines for offer procedure, as prescribed by SEBI from time to time.

hh) Validate the electronic bid details with the Depository records and to reconcile the final certificates received from the SCSBs and the Sponsor Banks with the electronic bid details in terms of the SEBI RTA Master Circular, the SEBI ICDR Master Circular, read with the UPI Circulars, along with any amendments, changes or circulars issued by SEBI from time to time in this regard, along with the SEBI ICDR Regulations and other Applicable Laws, on the basis of which the Basis of Allotment will be finalised. It shall be the sole responsibility of the Registrar to procure and collect the final certificates from all SCSBs, including the syndicate SCSBs, no later than 7:30 p.m. IST. on the Bid/Offer Closing Date for UPI ASBA and no later than 9:30 pm IST on the Bid/ Offer Closing Date for SCSBs for direct ASBA, or such other period as prescribed under the UPI Circulars;

ii) Ensure compliance with the UPI Circulars and any other Applicable Laws in relation to UPI as a payment mechanism for making applications in public issues, including but not limited to, coordinating with the Sponsor Banks and undertaking all necessary activities in this regard;

jj) Prepare a list of Bidders entitled to Allotment of the Equity Shares and prepare the CAN and the

Allotment Advice in consultation with the Company, each of the Selling Shareholders and the BRLMs, post communication of the Basis of Allotment by the Company and prepare funds unblocking schedule and refunds to be made based on approved Allotment and to assist the Company and each of the Selling Shareholders in their corporate action for credit of Equity Shares on allotment/lock-in for pre-Offer capital (except the Offered Shares to the extent Allotted pursuant to the Offer and any other Equity Shares that are exempted from lock-in under the SEBI ICDR Regulations) within the timelines prescribed by SEBI from time to time and in giving instructions to the Depositories to carry out lock-in for the pre-Offer capital (except the Offered Shares to the extent Allotted pursuant to the Offer and any other Equity Shares that are exempted from lock-in under the SEBI ICDR Regulations) as per the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within the timelines prescribed by SEBI from time to time. For any delay attributable to the Registrar, the Registrar will be responsible and if any interest or any damages is payable on account of such delay then the Registrar shall be bound to indemnify the BRLMs' Indemnified Parties, the Company and each of the Selling Shareholders' Indemnified Parties, severally and not jointly, the cost incurred on account of payment of such interest or damages;

kk) Prepare and send the CAN and 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;

ll) Identify inactive demat accounts, if any, well in advance and take necessary steps for effective lock-in in accordance with the SEBI ICDR Regulations;

mm) Upon approval of the Basis of Allotment, share the Bid file received from the Stock Exchanges containing the Bid cum Application Form numbers, number of Equity Shares, the Bid Amount and any other additional fields, as may be required, with the Sponsor Banks and the SCSBs, containing the application numbers, number of Equity Shares, bid amount and any other additional fields, as may be required, who shall use such information for credit of funds and unblocking of funds, as applicable;

nn) Obtain from the Depositories the demographic details of the Bidders (including PAN and MICR code), 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;

oo) Ensure that the PAN details of the Bidders are linked with Aadhar and are in compliance with the Central Board of Direct Taxes notification G.S.R. 11(E) dated February 13, 2020, and press release dated June 25, 2021, September 17, 2021, and circular no. 7 of 2022 dated March 30, 2022 issued by the Central Board of Direct Taxes and the press release dated March 28, 2023;

pp) Receive the reconciled data and the Bid cum Application Forms (except in case of Bid cum Application Forms submitted to the Designated Intermediaries) from the SCSBs;

qq) Undertake third-party verification of the applications by matching the PAN available in the demat account with the PAN available in the bank account of the applicant

rr) Reconcile the compiled data received from the Stock Exchanges, all SCSBs, the Sponsor Banks and Escrow Collection Banks and match the same with the Depositories database for correctness of DP ID, UPI ID, Client ID and PAN;

ss) Prepare the complete list of valid applications (after all rejections, including rejections on technical grounds), and present the same category-wise to the Company, each of the Selling Shareholders and the BRLMs;

tt) Delivery of communication to the Company, each of the Selling Shareholders and the BRLMs at the earliest in the event of discrepancy between the electronic Bid file registered on the online IPO system of the Stock Exchanges and the bank schedules and the final certificate received from the SCSBs. The Registrar shall discuss the results of such reconciliation with the Company, each of the Selling Shareholders, the BRLMs, the SCSBs and the Sponsor Banks in a timely manner;

uu) Reject the Bids in respect of which the DP ID, UPI ID, Client ID and PAN specified in the reconciled data does not match the details in the database of the Depositories and which have not been rectified within specified date;

vv) Reject Bids made using the UPI Mechanism which are not made in accordance with the UPI Circulars;

ww) Reject duplicate copies of the same Bid cum Application Form (i.e., two Bids bearing the same unique identification number);

xx) To share the basis of allotment file, if sought by SCSB, so that the SCSB shall have access to the allotment ratio for the purpose of arriving at the minimum fair compensation payable to investors whose applications have been rejected due to failure on part of SCSBs;

yy) To follow and complete all processes as specified in the Offer Documents and the General Information Document issued by SEBI;

zz) Prepare a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Investors and RIIs. The list should indicate the technical reasons for rejection of all above mentioned investor categories and should be provided in order for the finalization of rejections to be completed before 6:00 PM on the first Working Day from the Bid/Offer Closing Date of the Offer and should be provided on the first Working Day from the Bid/Offer Closing Date. To also provide exceptions, if any, to enable the Company, each of the Selling Shareholders and the BRLMs to take decision on the Bids in a timely manner;

aaa) Keep a proper record of Bid cum Application Forms and monies received from Bidders which are either deposited in the Escrow Account(s) or blocked in the respective ASBA Accounts of the ASBA Bidders or blocked by the Sponsor Banks and reporting the amount of Bid cum Application Forms collected, monies received from the Bidders and the amount deposited in the Escrow Account(s) opened for the purposes of the Offer on a regular basis to the Company, each of the Selling Shareholders and the BRLMs as required by the Company, each of the Selling Shareholders and the BRLMs.

bbb) Reconcile the data between the Bids registered on the online bidding system of the Stock Exchanges, bank schedules and the final certificate received from the Bankers to the Offer, SCSBs and the Sponsor Banks;

ccc) 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. To ensure that the SCSBs applying through ASBA shall apply in the Offer through a separate account opened with another SCSB; provided that failure of SCSBs to apply through another SCSB shall be rejected under technical grounds;

ddd) Communicate all complaints received from investors pertaining to among others, blocking or unblocking of funds, immediately on receipt to the post offer BRLM and ensuring effective redressal of such grievances;

eee) Screen, identify and list out Bid cum Application Forms with technical errors, multiple applications or those that are liable for rejection in accordance with the Red Herring Prospectus and as per the directions of SEBI, the Stock Exchanges and other relevant government bodies and reject such applications in consultation with the Company, each of the Selling Shareholders and the BRLMs. It is understood that technical rejection list will be prepared based on electronic Bid files received from the Stock Exchanges and the electronic bank schedules received from the SCSBs and the Sponsor Banks without reference to the physical Bid cum Application Forms or their enclosures;

fff) Specifically record cases of multiple Bids and to 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 and to carry out due procedures in relation to accurately identifying and rejecting multiple Bid cum Application Forms as provided in the Offer Documents;

ggg) Provide correct data in time, within the timelines prescribed by SEBI from time to time, to enable finalization of the basis of allocation and/or the Basis of Allotment along with the Company and the BRLMs after proper rejections of invalid or incorrect applications as per the Red Herring Prospectus and Prospectus and in compliance with SEBI ICDR Regulations, in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment, and finalizing the list of persons entitled to Allotment of Equity Shares;

hhh) Upon approval of the Basis of Allotment, the RTA will share the debit file with the Sponsor Banks (through stock exchange) and SCSBs, as applicable containing the application number, number of Equity shares, bid amount and any other additional fields, as applicable, and use such information, for credit of funds in the Public Offer Account and unblocking of excess funds in the accounts of the UPI Bidders and RIIs using the UPI Mechanism. The Sponsor Banks, based on the mandate approved by the UPI Bidders and RIIs using the UPI Mechanism at the time of blocking of funds, will raise the debit / collect request from the account of the UPI Bidders and RIIs using the UPI Mechanism, whereupon the funds will be transferred from the account of UPI Bidders and RIIs using the UPI Mechanism to the public offer account and remaining funds, if any, will be unblocked without any manual intervention by UPI Bidders and RIIs using the UPI Mechanism or his / her bank.

iii) To keep accurately, at all times, the electronic records relating to Bids received from all SCSBs, Sponsor Banks, Designated Intermediaries and the BRLMs, including:

i. bids from the online bidding system of the Stock Exchanges and Bids furnished by the Designated Intermediaries;
ii. particulars regarding the monies blocked in the ASBA Accounts or through the UPI Mechanism of the respective ASBA Bidders;
iii. particulars relating to the allocation and Allotment of Equity Shares against valid Bids;
iv. particulars relating to the requisite money to be transferred to the Public Offer Account from each blocked account, in accordance with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act; and
v. particulars relating to rejected/withdrawn/unsuccessful Bids.

jjj) Collect from the SCSBs the certificates of compliance for completion of unblocking of funds, to maintain a record of such certificates, and to forward such certificates to the BRLMs, in each case within the timelines prescribed by SEBI;

kkk) Complete validation of beneficiary account details including to confirm the status of QIBs;

lll) Maintain details of requests for withdrawal of Bids received and withdrawals made in the Offer, and inform Bidders placing withdrawal requests with the Registrar to co-ordinate with the relevant Designated Intermediaries;

mmm) 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 Company and the Selling Shareholders (as applicable). To ensure that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, guidelines and notifications as specified in the Offer Documents;

nnn) Post communication of the Basis of Allotment by the Company, to prepare the list of Allottees entitled to Allotment of Equity Shares and preparing instructions for transfer/unblocking of funds from the Escrow Account/ASBA Account/UPI linked bank account, as applicable, to the Public Offer Account, and/or from Escrow Account to the Refund Account/unblocking of funds in ASBA Accounts/UPI linked bank account, as applicable; and to prepare the Allotment Advice/Allotment Letters and CAN/refund orders in case of Anchor Investors, in consultation with the Company, the BRLMs and each of the Selling Shareholders (as applicable);

ooo) Prepare fund transfer schedule along with reconciliation of total funds received from the Escrow Collection Bank and the total amounts blocked in the ASBA accounts, amount proposed to be transferred, in each case duly certified by the Registrar based on approved Allotment and upon finalization of the Basis of Allotment, and to provide the following details to the controlling branches of each SCSB or the Sponsor Banks for ASBA Bids and Escrow Collection Banks with respect to the amount deposited by the Anchor Investors in the Escrow Accounts, along with instructions to unblock the relevant bank accounts or for the initiation of refunds from the Escrow Account or transfer the requisite money to the Public Offer Account (including for eventual credit to the Company and each of the Selling Shareholders respectively) within the timelines specified under the SEBI RTA Master Circular and the UPI Circulars and any other Applicable Laws notified from time to time:

i. A list of successful Bidders who have been or are to be Allotted Equity Shares and the number of Equity Shares to be allotted against each valid Bid;

ii. Amount to be transferred from the Escrow Account/ ASBA Account/UPI linked bank account to the Public Offer Account (or the refund account if so required) for each valid ASBA Bid or Anchor Investor Bid and the date by which such amounts shall be transferred and ensuring that relevant amounts have been transferred as per the prescribed timelines under Applicable Laws;

iii. The date by which the funds referred herein above, shall be transferred to the Public Offer Account in accordance with the terms of this Agreement, the Offer Documents and under Applicable Laws;

iv. Details of rejected Bids, if any, along with reasons for rejection and details of withdrawn/unsuccessful Bids, if any, to enable unblocking of the relevant accounts or for refunds to be initiated by Bankers to the Offer or the SCSBs or the Sponsor Banks; and

v. To provide 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;

vi. In case of failure of the Offer, to give appropriate instructions for unblocking of the relevant ASBA Accounts/UPI linked bank account, issuance of instructions for refund to the Anchor Investors, as the case may be, all within the timelines prescribed under the Offer Documents, this Agreement, the SEBI ICDR Regulations, the SEBI RTA Master Circulars and other applicable circulars and regulations issued by SEBI.

vii. To ensure timely deposit of the Equity Shares in the Share Escrow Account in accordance with the Share Escrow Agreement 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 to assist in the transfer of the unsold Offered Shares from the Share Escrow Account to each of the Selling Shareholders.

ppp) In accordance with instructions received from the Company and each of the Selling Shareholders, to give required files along with controls and to give instructions to the concerned Depository for credit of Equity Shares to the successful Bidders, and to 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, circulars and regulations issued by SEBI;

qqq) 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 and each of the Selling Shareholders, the Allotment details with the Designated Stock Exchange and confirm that all formalities are completed;

rrr) 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;

sss) File confirmation of demat credit, lock-in and issuance of instructions to unblock ASBA funds, as applicable, with Stock Exchanges;

ttt) Revalidate refund orders, where permitted and as applicable;

uuu) Give instructions to the Depositories to carry out lock-in for the pre- Offer share capital of the Company as required under the SEBI ICDR Regulations and receive confirmation from the Depositories;

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

www) Coordinate with the Sponsor Banks, SCSBs, the National Payments Corporation of India, Stock Exchanges, BRLMs, Registered Brokers and other parties as may be required for completing the post-Offer process in accordance with Applicable Laws;

xxx) Dispatch of Allotment Advice/ CAN/ refund orders, if any/ issue of instructions for un-blocking and credit of Equity Shares to the Allottees' respective demat accounts within the time frame indicated in the Offer Documents subject to certain cases kept in abeyance and in consultation with the Company and the BRLMs and assist the Company, each of the Selling Shareholders and the BRLMs assist the relevant Parties 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 SEBI and as included in the Offer Documents and maintaining proper records of such refunds;

yyy) Provide all the relevant data, documents, statements/reports for finalization of Basis of Allotment, listing and trading, post-Offer monitoring reports etc. within the timelines mentioned in the Offer Documents, in consultation with the relevant Parties;

zzz) Submit relevant documents to the Stock Exchanges for the purpose of obtaining in-principle and final listing and trading approval including preparing the schedules in relation to the listing application;

aaaa) Ensure that all steps for completion of the necessary formalities for listing and commencement of trading of Equity Shares at the Stock Exchanges, are taken within 3 (three) Working Days from the date of closure of the Offer or within any other timeline as prescribed by SEBI;

bbbb) Finalize 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 (as per the inter-se allocation amongst the BRLMs), each of the Selling Shareholders and the Company to be submitted to SEBI within the stipulated time ensuring that such reports are based on authentic and valid documentations received from the members of Syndicate, the SCSBs and the Sponsor Banks;

cccc) Provide data to assist the Company, each of the Selling Shareholders and the BRLMs for publishing Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading in all the newspapers where pre-Offer, Bid/Offer Opening and Bid/Offer Closing advertisements appeared earlier;

dddd) To provide the data to BRLMs on a daily basis from the Offer Opening date till the listing and trading of Equity Shares on the Stock Exchanges in relation to UPI bids for further submission to SEBI as per UPI Circulars;

eeee) Settle investor complaints and grievances including those pertaining to Allotment of shares, refund orders, delay in dispatch of Allotment Advice, communications received from SEBI, the Stock Exchanges and other regulatory/ judicial/ quasi-judicial/ governmental/ statutory/ administrative agencies or any investor grievance related to the Registrar's scope of service, 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 as provided for in the Offer Documents. The Registrar shall also comply with any directions or guidance which may be issued by any body corporate as may be designated by SEBI for handling and monitoring such process of grievance redressal (including providing requisite reports or information as may be required) in accordance with the timelines as may be prescribed by SEBI;

ffff) 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 8 (eight) years, and shall be subject to any commercial agreement with the Company and/ or the Selling Shareholders for storage of such records beyond the period of 8 (eight) years and are made available to the Company and each of the Selling Shareholders, where applicable, at regular intervals or upon request;

gggg) Provide in a timely manner all accurate information to be provided by it under this Agreement, including providing the BRLMs, each of the Selling Shareholders and the Company with detailed data so as to understand the share in commissions between the BRLMs and the Designated Intermediaries authorized to accept and bid as per information provided on the website of the Stock Exchanges;

hhhh) Provide weekly reports to the Company, each of the Selling Shareholders and the BRLMs, as may be required by the Company, the Selling Shareholders and the BRLMs on the (i) status of refunds remaining undelivered and electronic refunds rejected and steps taken to resend the refunds to the Bidders; (ii) status of redressal of investor complaints in a format required by the Company, each of the Selling Shareholders and the BRLMs, and (iii) status of Equity Shares lying in the Share Escrow Account;

iiii) Make suitable arrangements to; i) send SMS to ASBA investors for blocking of funds at the time of Application and for unblocking of funds in cases of no/partial allotment; and ii) send e-mails to investors for unblocking of funds in cases of no/partial allotment;

jjjj) Provide an estimate of the costs required to send the SMS and e-mails as mentioned hereinabove to the Company no later than the Bid/ Offer Closing Date. The Company shall make the requisite payment to the Registrar no later than the date of finalization of the Basis of Allotment;

kkkk) Procure the mobile numbers and email addresses for sending SMS and e-mail to the ASBA investors from the information provided by the Depositories and/ or by the Sponsor Bank(s). In case of joint bidders, it is clarified that the information of the first holder shall be used to send the SMS and e-mail;

llll) The Registrar shall send the SMS and emails to ASBA investors only after (i) issuing necessary instructions to SCSBs for unblocking the amounts in the ASBA accounts, for direct ASBA applications, and (ii) execution of the online mandate revoke file for non-allottees/ partial allottees by the Sponsor Bank and sending the bank-wise pending applications for unblock to the SCSBs along with the allotment file, not later than 6:30 PM IST on the next Working Day after the day on which Basis of Allotment has been finalized, for UPI applications in accordance with paragraphs 41 and 46 of the SEBI RTA Master Circular. The Allotment file shall include all applications pertaining to full-Allotment/partial-Allotment/non-Allotment applications etc;

mmmm) Coordinate with the Refund Banks for dispatch of refunds in relation to Bids by Anchor Investors in case of failure of the Offer and also when the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds;

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

oooo) Consolidate the list of subscriptions received through the Underwriters to the Offer and evaluate their performance and to prepare a statement of selling commission payable, if any, and to arrange for their dispatch;

pppp) Capture data from the electronic Bid data files for the purpose of payment of brokerage and preparation of schedule of brokerage/ processing fees payable to the BRLMs and the Designated Intermediaries based on the terminal from which the Bid has been uploaded/Application Number Ranges shared by BRLMs;

qqqq) Provide detailed statements for payment of brokerage, including providing within a reasonable period after the Bid/ Offer Closing Date, or such earlier time as the Company, any of the Selling Shareholders or the BRLMs may request, the commission and other processing fees payable to the Designated Intermediaries. The payment to the CDPs, RTA and Registered Brokers shall be made in accordance with disclosure in the Offer Documents and with the SEBI RTA Master Circular and the SEBI ICDR Master Circular, subject to any Applicable Laws (including any circulars, guidelines or regulations issued by SEBI). The quantum of commission payable shall be determined on the basis of the applications which will be considered eligible for the purpose of Allotment, in accordance with the

Applicable Laws;

rrrr) Forward exception report to the Stock Exchanges for dissemination to the Designated Intermediaries no later than 1 (one) Working Day from the Bid/ Offer Closing Date or such earlier time as may be prescribed under Applicable Laws, as applicable;

ssss) Coordinate with the Bankers to the Offer (in case of Bids by Anchor Investors), Designated Intermediaries (in case of applications by ASBA Bidders) and Sponsor Bank(s) (through Stock Exchanges) for submission of final certificates, after taking into account rectifications, if any and reconciling any data mismatches with the Bankers to the Offer and the Designated Intermediaries, as the case may be, and ensuring the accuracy of such final certificates in accordance with the Applicable Laws;

tttt) Coordinate with the Sponsor Banks/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 in the SEBI RTA Master Circular as read with the UPI Circular;

uuuu) Provide requisite Offer related data to the Company and each of the Selling Shareholders for filings with the Reserve Bank of India or the SEBI, as may be required;

vvvv) Prepare distribution schedule and analysis form (for purposes of Stock Exchanges or the Company or each of the Selling Shareholders or the BRLMs);

wwww) Prepare the following registers and other data:

i. Top 50/100/ 200 shareholders (for the Stock Exchanges);

ii. Allotment registers;

iii. Register of members;

iv. Index of members;

v. Return of Allotment (for the RoC);

vi. Cross Reference Register;

vii. Postal journal for documents mailed;

viii. Necessary documents to assist in filing Form FC-TRS; and

ix. Any other registers and/or data as may be requested by the Company, any of the Selling Shareholders and/or the BRLMs in relation to the Offer.

xxxx) In relation to Bids made in the QIB portion, carry on the following activities:

i. providing QIB Bid file to the members of the Syndicate on the Bid/ Offer Closing Date;

ii. matching/ validating the QIB Bid file details with the demographic details in the depository database and confirming the status of QIBs such as mutual funds, foreign portfolio investors, banking companies and insurance companies in consultation with the Registered Brokers/ Syndicate Members and the BRLMs; and

iii. In the event that the status of a QIB is not verifiable (for instance, an investor in the OTH category) or the information is not consistent with the demographic details in the depository database, (a) cross-checking the details of such QIBs with the SEBI databases and RBI databases; and (b) retrieving scanned copies of the forms and attachments of such QIB from the SCSBs/Syndicate Members to verify the registration certificate obtained from the SEBI, the RBI or the relevant regulatory, quasi-judicial, statutory, administrative, governmental, judicial authority and the audited financials provided by such investor.

yyyy) Comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company and the BRLMs;

zzzz) Ensure compliance with all applicable regulations and notifications, including SEBI RTA Master Circular, SEBI ICDR Master Circular, and the UPI Circulars, any subsequent circulars or notices issued by the Stock Exchanges and SEBI ICDR Regulations and other Applicable Laws;

aaaaa) 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;

bbbbb) Provide 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.;

ccccc) To (i) prepare a list of SCSBs who do not provide a confirmation as per the SEBI RTA Master Circular, (ii) prepare and assist the BRLMs in computing compensations payable in accordance with a compensation mechanism in accordance with the SEBI RTA Master Circular or Applicable Laws or within such timelines as may be prescribed by SEBI and submits the bank-wise pending UPI applications for unblocking to SCSBs along with the allotment file, such that the unblocking is completed not later than 4:00 p.m. IST on the Working Day after the Bid/Offer Closing finalization of the Basis of Allotment or within such timelines as may be prescribed by SEBI. The Allotment file shall include all applications pertaining to full-Allotment/ partial-Allotment/ non-Allotment/ cancelled/ withdrawn/ deleted applications etc. Registrar shall follow-up with the SCSBs for completion of unblock for non-allotted/partial-allotted applications within the closing hours of bank on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under Applicable Laws). The Registrar shall ensure that unblocking is completed in accordance with the timelines prescribed under Applicable Laws including the SEBI RTA Master Circular, in this regard;

ddddd) Assist the BRLMs to make the requisite submissions to regulators in relation to the Offer, if any;

eeeee) Any or all other activities though not specifically covered in this Agreement yet required for purpose of the Offer, including complying with Applicable Laws and any other regulatory requirements.

fffff) In relation to any services provided to unlisted companies, the Registrar shall, to the extent applicable under the SEBI RTA Regulations: (i) ensure that such services are conducted through a separate and segregated business unit, distinct from all other services; (ii) acknowledge and agree that such services to unlisted companies do not fall under the regulatory jurisdiction of the SEBI; and (iii) provide an appropriate disclaimer to that effect to each such unlisted company.

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 Laws, including the SEBI RTA Regulations, the SEBI RTA Master Circular and for minimum duration prescribed under Applicable Laws, including, without limitation, the following records:

a) All the Bid cum Application Forms received from Bidders by the Syndicate, the SCSBs, the Sponsor Banks and the Registered Brokers, SEBI registered RTAs, DPs authorized 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 SCSBs and the Sponsor Banks 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;

b) Data/information received from the SCSBs and the Sponsor Banks including but not limited to the bank schedule, final certificate and schedule relating to the blocked amount;

c) All the electronic records obtained, received, collected and/or held by it in relation to the Offer, including the records relating to reconciled data, bank schedules and Bids received from all

Designated Intermediaries, including Bids taken from the online bidding system of the Stock Exchanges and the Designated Intermediaries;

d) All the Bid cum Application Forms of Bidders rejected and reasons thereof and details of the rejected, withdrawn or unsuccessful Bid cum Application Forms;

e) Demographic data of the Bidders obtained from the Depositories;

f) Basis of allocation and Allotment of Equity Shares to the successful Bidders, as finalised by the Company, each of the Selling Shareholders in consultation with the BRLMs and the Designated Stock Exchange, along with relevant annexures and details;

g) Records of investor communication, including withdrawal requests and communication for verifying PAN, DP ID, UPI ID, Client ID details;

h) List of names of successful Bidders and unsuccessful Bidders of the Equity Shares, including successful ASBA Bidders and unsuccessful ASBA Bidders;

i) Particulars relating to rejected/ withdrawn/ unsuccessful bids in the electronic file which do not get validated for the DP ID/Client ID and/or PAN with the depository database.

j) Particulars relating to the allocation/allotment of the Equity Shares against valid Bids;

k) Particulars relating to the monies to be transferred to the Public Offer Account from the respective ASBA accounts, against valid Bids and refunds to be made/unblocked to Bidders;

l) Particulars relating to the requisite money to be transferred to the accounts of each of the Selling Shareholders against valid Bids;

m) Particulars relating to the amounts collected from SCSBs where the Bids were uploaded by the BRLMs and the Designated Intermediaries

n) Particulars relating to all the rejected/withdrawn/unsuccessful Bids in the electronic file which do not get validated for the DP ID/Client ID and/or PAN with the depository database;

o) Particulars relating to 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;

p) Particulars relating to Allotment Advices, as applicable, dispatched to Bidders in respect of application monies received from them in response to the Offer revalidation;

q) Details of multiple electronic Bids submitted by Bidders (determined on the basis of common PAN) and rejected by the Registrar;

r) Reconciliation between funds deposited in the Bankers to the Offer or any of their correspondent banks or any of their correspondent banks and aggregate of amounts stated in Anchor Investor Form;

s) Reconciliation of the compiled data received from the Stock Exchanges with the details of collections/blocked amount received from the SCSBs, BRLMs and the Bankers to the Offer (including Sponsor Banks) and match the same with the Depositories' database for correctness of DP ID, Client ID, UPI ID and PAN;

t) Refund amounts paid through electronic mode and refund orders dispatched to the Anchor Investors in respect of application monies received from them, in accordance with the terms of the Cash Escrow and Sponsor Bank Agreement, the Offer Documents, the SEBI ICDR Regulations and the Companies Act;

u) Details of files in case of refunds to be sent by electronic mode such as NACH / NEFT/ RTGS/direct credit etc.;

v) Records of correspondence in respect of investor complaints, grievances or queries;

w) Record of pre-printed Offer stationery like CAN, Allotment advice/ Allotment letters, refund warrants and duplicate refund warrants etc. showing details of such stationery received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;

x) 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, each of the Selling Shareholders and the BRLMs as required by the Company, the Selling Shareholders and the BRLMs;

y) Records of change of address, mandate, power of attorney, tax exemption requests, nomination, registration etc.;

z) 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;

aa) Records of returned mail showing details of contents of the letter details of refund order, date of dispatch, date of return and reasons for being returned, as applicable;

bb) Details of demand drafts issued, if any, as applicable;

cc) Terms and conditions of the Offer of the Equity Shares;

dd) To initiate third party confirmation process not later than 9:00 a.m. on the day not later than one (1) Working Day after the Bid/Offer Closing Date; and

ee) Such other records as may be specified by SEBI, the Company, each of the Selling Shareholders the SCSBs, the Sponsor Banks, Designated Intermediaries and/or the BRLMs for carrying on the activities as Registrar to the Offer.

In addition to the above, the Designated Intermediaries shall retain physical application forms submitted by RII using the UPI Mechanism, for a period of 6 (six) months and thereafter forward the same to the Company. In respect of electronic forms received by it, the Designated Intermediaries shall maintain the relevant electronic records as per applicable laws, and in any case for a minimum period of 8 (eight) years.

The Registrar shall provide the Company, each of the Selling Shareholders, and/or its assigns and the BRLMs, 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 before, during the term of or after the termination of its appointment hereunder, divulge to any third party any Confidential Information (*as defined herein below*) about the Company, any of the Selling Shareholders, or the demographic details given by/ of the Bidders or the Offer, which comes to its knowledge pursuant to its appointment hereunder as the Registrar to the Offer. The Registrar shall adopt high standards of data security and privacy norms, in accordance with the regulatory and statutory provisions under Applicable Laws in this regard. The Registrar shall comply with its obligations under applicable data protection laws to the extent it stores, processes and transfers any personal data to which data protection laws apply, in connection with this Agreement and/or 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, the Company or each of 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, each of the Selling Shareholders, the directors, key managerial personnel, senior management, officers, auditors and advisors of the Company and each of the Selling Shareholders, names, addresses, telephone numbers, fax numbers, contact persons, website addresses and e-mail addresses of the BRLMs, each of the Selling Shareholders, Bankers to the Offer, brokers to the Offer, Syndicate Members, SCSBs, depository participants, disputes and grievances, any, software or related technical information, marketing data and techniques, operation, software or related technical information, trade secrets in any form or manner, know-hows, proprietary information, financials, processes, marketing plans, forecasts, ideas, unpublished financial statements, budgets, business plans, projections, prices, costs, policies, quality assurance programs, price lists, pricing policies, software programs, software codes, algorithms, source documents,or related technical information, marketing data and techniques, operation manuals, any notes, compilations, studies, interpretations, presentations, correspondence, reports, statements and any other business and financial information and research and development activities that may be disclosed, whether orally or in writing, to each other and/or any of their affiliates, or that may be otherwise received or accessed by the Registrar in the course of performing this Agreement.

The Registrar shall adopt high standards of data security and privacy norms, in accordance with regulatory and statutory provisions. In the event of a breach or a supposed breach of Confidential Information on account of any act/omission on part of the Registrar or any of its agents, officers or employees, the Registrar shall immediately inform the Company, each of the Selling Shareholders and the BRLMs in writing.

The provision of this Clause 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 Bankers to the Offer and dispatch of instructions to SCSBs and the 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 dispatch of refund orders to the Anchor Investors without delay, including providing the Bankers to the Offer with the details of the monies and any surplus amount to be refunded to the Anchor Investors.

12. The Registrar shall be responsible for the correctness and validity of the information relating to any refunds and/or unblocking of funds required to be made that has been provided by the Registrar to the Refund Banks, including any of their correspondent banks and the Sponsor Bank(s), as the case may be. Further, the Registrar shall be responsible for the correctness and validity of the information furnished by it to the Designated Intermediaries, SCSBs and Bankers to the Offer, including in relation to any refunds and/or unblocking of funds to be made, as the case may be, and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.

13. The Registrar shall ensure that:

    a) investors shall be sent first response within 3 (three) Working Days after receipt of complaint or enquiry, or any earlier time as may be prescribed under Applicable Laws and redress complaints within 3 (three) working days of the complaint, provided however, notwithstanding anything contained in this Agreement, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint;

    b) the enquiries and/ or complaints from Bidders, including ASBA Bidders are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;

    c) the timely unblocking of funds or in case of Anchor Investors refund of the monies received from the Bids (or part thereof) which are unsuccessful, rejected or withdrawn (to the extent they are unsuccessful, rejected or withdrawn), in accordance with Applicable Laws. The Registrar shall provide the allotment/revoke files to the Sponsor Banks on or before 8:00 P.M. IST on the day when Basis of Allotment has to be finalised in accordance with the SEBI ICDR Master Circular or within such other timelines as may be prescribed by SEBI and follow up with the SCSBs to receive details of pending applications for unblocking from the Sponsor Banks not later than 5:00 P.M. IST on the next Working day after the finalization of the Basis of Allotment (or such other timeline as may be prescribed under Applicable Laws). Subsequently, the Registrar shall submit the bank-wise pending UPI applications for unblocking to the SCSBs along with the allotment file not later than 6.30 P.M. IST on the Working Day after the finalization of the Basis of Allotment (or such other timeline as may be prescribed under Applicable Laws). The allotment file shall include all applications pertaining to full-allotment / partial-allotment / non-allotment / cancelled / withdrawn /deleted applications etc. Registrar shall follow-up with the SCSBs for completion of unblock for non-allotted/partial-allotted applications within the closing hours of bank on the day after the finalization of the Basis of Allotment (or such other timeline as may be prescribed under Applicable Laws). The Registrar shall ensure that unblocking is completed in accordance with the timelines prescribed under Applicable Law including the SEBI ICDR Master Circular and SEBI RTA Master Circular, in this regard;

d) a uniform procedure is followed for processing all Bid cum Application Forms;

e) the Registrar has a proper system to track, address and redress investor complaints and set up user-friendly online mechanism or portal for service requests/complaints which should be scalable with robust cyber security protocols;

f) adequate steps are taken for proper allocation and Allotment of Equity Shares and unblocking/refund of application monies without delay and as per Applicable Laws;

g) it shall provide status update at periodic intervals (being weekly) to the BRLMs, each of the Selling Shareholders and the Company, including on the nature and status of all investor grievances; provided however, that a status report of investor complaints pertaining to blocking/unblocking of funds shall be provided daily. Similar status reports should also be provided to the Company, each of the Selling Shareholders and the BRLMs as and when required by the Company and the Selling Shareholders.

h) for the electronic bids which are rejected as invalid because of DP ID/Beneficiary Account ID/UPI ID or PAN particulars captured by the members of the Designated Intermediaries, capture the name and address as and when received from the SCSBs and the Sponsor Bank(s) and unblock/refund the funds at the earliest;

i) 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(s) 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;

j) the information furnished to the Designated Intermediaries in discharging their responsibility under the ASBA process is correct and valid;

k) the Registrar shall be responsible for correctness and validity of the information furnished by it to the SCSBs, the Sponsor Bank(s) and the Depositories and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement; and

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

14. The Registrar undertakes that it or its affiliates, directors, employees shall not generally and particularly in respect of any dealings in the Equity Shares be party to:

a) creation of false market;

b) price rigging or manipulation;

c) passing of unpublished price sensitive information to any third party, including without limitation, brokers, members of the stock exchanges and other intermediaries in the securities market, or take any other action which is not in the interest of the investors, the Company and/or each of the Selling

Shareholders; and

d) undertaking any activity that is prohibited under all Applicable Laws and regulations with respect to insider trading and market abuse.

15. The Registrar confirms that neither it nor its affiliates (wherever applicable) have conducted their businesses in violation of 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.

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

a) neither it nor any of its directors, officers, or employees, or to the Registrar's knowledge, any agent or representative of the Registrar, has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Offer; and the Registrar and its affiliates (wherever applicable) have conducted their business in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws;

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

c) 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 8 (eight) years following termination of this Agreement;

d) 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;

e) it will immediately notify the Company, each of the Selling Shareholders and the BRLMs, in writing, if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph;

f) it will ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged;

g) neither it nor any of its directors, partners, managers having the management of the whole or substantially the whole of the affairs of their business, or employees, consultants or agents shall, either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading;

h) neither the Registrar nor any of its employees, directors, management, representatives, officers, advisors, successors and agents or other persons acting on its behalf and permitted assigns 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;

i) it has obtained and shall maintain adequate insurance for omissions and commissions, frauds by its employee(s) to protect the interests of investors as required paragraph 11 of SEBI RTA Master Circular;

j) its senior management shall establish and maintain adequate systems of internal control and shall monitor such controls and place periodic reports before its audit committee or equivalent body as required under the SEBI RTA Regulations. Its audit committee or equivalent body shall, at least annually, review the adequacy and effectiveness of the internal control systems in accordance with the SEBI RTA Regulations;

k) it shall maintain robust surveillance systems and internal control procedures, commensurate with the nature of its business and size of its operations, to detect potential fraud or misconduct by promoters, employees (including senior management), directors, or analogous persons;

l) it shall have in place a documented escalation process to ensure that instances of actual or potential fraud, misconduct, or suspicious activity are promptly reported to its senior management and its board of directors in accordance with the SEBI RTA Regulations; and

m) it shall establish, implement, and maintain a documented whistle blower policy providing a confidential channel for employees and stakeholders to report suspected fraud, unethical conduct, market abuse, or legal or regulatory violations as required under the SEBI RTA Regulations.

17. Immediately on receiving instructions from the Company and/or any of the Selling Shareholders, and/or the BRLMs, as the case may be, in accordance with the Cash Escrow and Sponsor Bank Agreement, the Registrar shall send instructions to all the SCSBs and the Sponsor Bank to unblock the ASBA Accounts and/or dispatch all the refund orders to Anchor Investors, as applicable, within the period specified in the Offer Documents and the Cash Escrow and Sponsor Bank Agreement. In this regard, it is clarified that the Selling Shareholders shall be responsible for providing instructions only in relation to their respective portion of Offered Shares. If the Company and/or any of the Selling Shareholders, in respect of its respective portion of the Offered Shares, as the case may be, is liable to pay interest due to delay in refunding the amount, where such a delay is attributable solely to the Registrar's failure to initiate refund of 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 Cash Escrow and Sponsor Bank Agreement on duly receiving the instruction to do so from the Company, any of the Selling Shareholders and/or the BRLMs, the Registrar shall be liable to indemnify the Company and each of the Selling Shareholders' Indemnified Parties so as to hold them harmless from all the cost incurred by the Company and/or any of the Selling Shareholders' Indemnified Parties in paying all interest, and/or all compensation, and/or all damage, and/or all loss, as per the Applicable Laws. If the Company and/or any of the Selling Shareholders' Indemnified Parties and/or the BRLMs' Indemnified Parties are made liable to compensation/damages/losses in relation to, including but not limited to, 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 the 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 and keep indemnified and hold harmless the Company, each of the Selling Shareholders' Indemnified Parties and/or each of the BRLMs' Indemnified Parties for all such compensation/damage, loss etc. incurred by the Company, any of the Selling Shareholders' Indemnified Parties and/or BRLMs' Indemnified Parties as the case may be, in terms of this Agreement and the Letter of Indemnity, as applicable. For the avoidance of doubt, the payment of any fees/ compensation/ expenses payable to the Registrar will be as laid down in the Offer Agreement.

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 Company agrees that the Registrar will not hand over any Bid cum Application Form or other documents/records pertaining to the Offer to any other person (except to the BRLMs and relevant Stock Exchanges) subject to the Registrar having provided prior notice of such disclosure to the Company and each of the Selling Shareholders, until the completion of 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 each of the Selling Shareholders. The Company agrees that they will have access to the data/documents pertaining to the Offer

at the office of the Registrar only as provided herein. The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without the written consent of the Company and each of the Selling Shareholders, as the case may be.

20. The Registrar will handle the Assignment from its office at 301, The Centrium, 3rd Floor, 57, Lal Bahadur Shastri Road, Nav Pada, Kurla (West), Kurla, Mumbai, Maharashtra, India, 400 070, 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 Offer stationery including CAN, certificates, letters of Allotment and Allotment/Allocation advices and refund orders/intimations, envelopes, etc. shall be kept ready and handed over to the Registrar by the Company within such time so as to enable the Registrar to meet its obligations under this Agreement and Applicable Laws and the Company shall be responsible for any delay on this account. The Company will arrange to obtain prior approval for the post-Offer stationery from the Stock Exchanges and Refund Bank.

22. The Registrar shall extend all necessary support to the Company, each of the Selling Shareholders, the BRLMs, the SCSBs, the Registered Brokers and other Designated Intermediaries as may be required for the smooth and speedy functioning of the ASBA process (including UPI Mechanism).

23. The Company on behalf of itself and each of the Selling Shareholders, severally and not jointly, shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of CAN/Allotment Letters/ Allotment/Allocation Advice, etc. within such timeline as may be prescribed by SEBI from time to time. On closure of the bidding period, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar should maintain a proper account of the amount spent by it on behalf of the Company and/or each of the Selling Shareholders and agrees to return the excess funds to the Company for onward payment to each of the Selling Shareholders (and the Company agrees that it shall make such onward payment to each of the Selling Shareholders, as applicable) in case the refunded amount on actuals is less than the estimated amount.

24. The Registrar will extend all necessary assistance to the public representative deputed by SEBI and the Designated Stock Exchange. The Registrar shall also assist in releasing of the bank guarantee submitted with the Stock Exchanges. In the case of over subscription, allotment will be done in the presence of a stock exchange representative and the Registrar will extend all facilities to complete the Allotment process smoothly and speedily, such that allotment is completed within prescribed timelines. The Company shall also extend necessary help to the Registrar in such matters.

25. The Company agrees that formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by the Designated Stock Exchange and the SEBI as applicable.

26. The Registrar will also initiate action to Allot Equity Shares to the Bidders, including transfer from the Share Escrow Account, after the approval of Allotment by the board of directors of the Company.

27. The Registrar shall act as a nodal agency for redressing complaints of Bidders, including providing guidance to Bidders regarding approaching itself or the concerned SCSB, Sponsor Banks, Designated Intermediaries or the Syndicate (including in connection with ASBA Bids made through UPI Mechanism) and co-ordinate with intermediaries for unblocking of investors' funds and other related formalities.

28. The Company agrees and acknowledges that the Registrar may request for physical Bid cum Application Forms directly from the Syndicate, the SCSBs, the Sponsor Banks 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.

29. The Registrar will finalize the final post-Offer monitoring report, along with relevant documents/certificates, in consultation with the post- Offer BRLMs, 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, the SCSBs and the Bankers to the Offer. The Registrar will provide all support to BRLMs to ensure timely compliance with SEBI circulars.

30. The Registrar shall send bank-wise data of allottees, amount due on shares allotted, if any, and balance amount to be unblocked to SCSBs/Escrow Collection Bank.

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

32. The Registrar shall provide such information and data as required by the BRLMs with intimation to the Company and 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 Parties 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 II** hereunder written, and after deducting all taxes, duties and levies as per Applicable Laws. All expenses in relation to the Offer would be borne by the Company and each of the Selling Shareholders as mutually agreed amongst them in accordance with the Offer Agreement. Provided however, that the Registrar shall not have any recourse to any of the Selling Shareholders for any fees payable to it in accordance with this Agreement.

34. It is also clarified that, in the event the Registrar is unable to perform the Assignment as envisaged in this Agreement, then the Registrar shall refund all sums that may have been paid to it by the Company (by itself or on behalf of any of the Selling Shareholders) except for any out-of-pocket expenses. Any expenses paid by the Company, in relation to the above, on behalf of the Selling Shareholders shall be reimbursed to the Company, in the manner agreed under the Offer Agreement. The fees and charges borne by the parties are as set out in the Offer Agreement.

35. 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 in the event the Company and/or the Selling Shareholders decide to take a special contingency policy to cover risks arising out of fraud, forgery, errors of commission or omission etc.

36. In the event that the performance by any Party of any obligation under or pursuant to this Agreement is prevented, restricted or interfered with by reason of complete collapse or dislocation of business in the financial market of the country due to war, pandemic (man-made or natural), epidemic, insurrection or any other serious, sustained, political or industrial disturbance or in any other event beyond the reasonable control of the Party seeking to rely on it caused by force majeure, then the Party so affected may terminate this Agreement with mutual consent before the opening of the Offer. Provided that, in such event if any Party proposes to terminate this Agreement, the Agreement shall be terminated only with respect to such Party and shall continue to remain valid in full force for the rest of the Parties; provided further that if such affected Party is the Registrar which proposes to terminate the Agreement, then the Parties, in consultation with the BRLMs, with mutual consent, may terminate the Agreement in entirety. Provided further that, 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 30 (thirty) 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, in consultation with the BRLMs 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. However, the Registrar shall continue to be responsible for the services already rendered till such termination of this Agreement. The Company and any of the Selling Shareholders (in respect of itself) may terminate this Agreement upon receipt of such a notice from the Registrar.

37. The Company and/or each of the Selling Shareholders (with prior intimation to the BRLMs), shall be entitled to immediately terminate this Agreement in respect of themselves upon notice in the event (i) the certificate of registration held by the Registrar is suspended/ cancelled or SEBI or any other statutory, regulatory, judicial, quasi-judicial, governmental and /or administrative authority or any court or tribunal debars or suspends or stops the Registrar from carrying on its activities; (ii) the Registrar is in any way prohibited or restrained, either by an order or direction of the SEBI, any other regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority or any court or tribunal or in any other manner, from carrying on its activities as a RTA. For the avoidance of doubt, if the Company and each of the Selling Shareholders, in consultation with the BRLMs, in accordance with the Offer Agreement, decide not to proceed with the Offer at any time for any reason, this Agreement shall stand terminated immediately without the Registrar having any recourse to any compensation from the Company and/or any of the Selling

Shareholders and the Registrar would be paid only to the extent of services rendered by it until such termination.

38. For the avoidance of doubt, in case of such termination, the Registrar shall not be entitled to any compensation from the Company and/or any of the Selling Shareholders. Further, the Company and/or any of the Selling Shareholders may, jointly or severally, terminate this Agreement in respect of themselves with or without cause, by giving prior written notice (with a copy to the other Parties) to the Registrar of its intention to so terminate the Agreement and the Registrar would be paid by the Company only to the extent of services rendered by it until such termination. It is clarified that termination of this Agreement by any of Selling Shareholder shall not imply that this Agreement is automatically terminated with respect to the Company or the other Selling Shareholders. It is also clarified that, if one or more of the Selling Shareholders withdraw their portion of the Offered Shares from the Offer, this Agreement shall stand terminated only with respect to such Selling Shareholders provided however that the Agreement will not be deemed to be terminated in case any Selling Shareholder increases or decreases its portion of Offered Shares in the Offer.

39. If ever this Agreement is terminated for any reason whatsoever, then it shall be the duty of the Registrar to extend all such support, at no additional cost, as may be required by the BRLMs, the Company, and/or each of the Selling Shareholders or any newly appointed registrar to the Offer towards taking over duties and responsibilities as the Registrar to the Offer. Should this Agreement be terminated, the Registrar shall be entitled to only such expenses as are actually incurred till the date of such termination. However, the Registrar shall continue to be responsible for the Assignment till the termination of this Agreement, except as otherwise mutually agreed. Further, after the termination of this Agreement, the Registrar shall continue to be responsible for any acts, deeds or things done by it for the Assignment, prior to such termination.

40. The Registrar's responsibility under the Agreement will be restricted to the duties of the Registrar as agreed to herein and as required under Applicable Laws including the SEBI RTA Regulations, the SEBI RTA Master Circular and the SEBI ICDR Regulations, and the Registrar will not be in any way construed to be an agent of the Company or any of the Selling Shareholders or in any other business of the Company or 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 and/or not being performed to the satisfaction of the Company or any of the Selling Shareholders contemplated under this Agreement by the Registrar, the Registrar, at its own cost, shall take all measures to immediately rectify such defaults or errors or failure to deliver any service contemplated by this Agreement within a period of 2 (two) days from the receipt of a written notice of such breach by the other Party and the Registrar shall be directly responsible and hereby indemnifies and keeps indemnified and harmless the Company, each of the Selling Shareholders' Indemnified Parties, and the BRLMs' Indemnified Parties and their respective affiliates, investment managers, partners, directors, management, officers, employees representatives, permitted assigns 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. The Company and/ or each of the Selling Shareholders, severally and not jointly (and not jointly and severally), and in consultation with the BRLMs, shall be entitled to terminate the Agreement immediately, if the Registrar is unable to rectify such defaults within a period of 2 (two) days from receipt of written notice of such breach from the Company and/or any of the Selling Shareholders. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against it, then the Registrar shall within the timelines prescribed by SEBI from time to time, upon being instructed by the Company, each of the Selling Shareholders and/or each of the BRLMs transfer all the documents in its possession including those related to the Equity Shares (including the Offered Shares), to any other registrar/depository as instructed by the Company, each of the Selling Shareholders and/or any of the BRLMs.

42. INDEMNITY

The Indemnifying Parties shall act with due diligence, care and skill while discharging its duties, undertakings and obligations towards the Company and each of the Selling Shareholders, and while performing the Assignment. The Registrar unconditionally and irrevocably undertakes and agrees that it shall, at its own cost and expense, indemnify and keep indemnified, defend and hold harmless the Company's Indemnified Parties and Selling Shareholders' Indemnified Parties, severally and not jointly (and not jointly and severally), at all times from and against any and all suits, proceedings, demands, claims, actions, losses, damages, penalties, liabilities, cost, charges, awards, judgements, expenses, including without limitation, interests, legal expenses (including attorney's fees and court costs), accounting fees, losses, losses arising from the difference or fluctuation in exchange rates of currencies, investigation costs and all other liabilities, costs and demands which may be made or commenced against the Indemnified Parties by any Bidder or holder of the Equity Shares issued/transferred or any other third party against an Indemnified Party, as a consequence of any act or omission of or any failure or deficiency or error, negligence or breach or alleged breach of obligations on the part of the Indemnifying Parties, or otherwise arising out of or relating to:

(i) activities performed by any Indemnifying Party in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder or otherwise under Applicable Laws;

(ii) any breach or alleged breach of any representation, warranty or undertaking, or any of the terms and conditions set out in this Agreement (including the Letter of Indemnity);

(iii) any violation or alleged violation or non-compliance of any provision of law, regulation, or order of any court or regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority;

(iv) any delay, failure, error, omission, negligence, default, bad faith, fraud or misconduct, in the performance of the Registrar's duties, obligations and responsibilities under this Agreement or the Assignment and/or the Letter of Indemnity;

(v) any fine imposed by the SEBI or any other regulatory, quasi-judicial, statutory, administrative, judicial and/or governmental authority against any of the Indemnified Parties;

(vi) if any information provided to the Company, any of the Selling Shareholders or the BRLMs is untrue, incomplete or incorrect in any respect;

(vii) as a consequence of any act or omission of or any failure or deficiency or error or breach or alleged breach of obligation(s) 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 any such person in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder or otherwise under Applicable Laws or in connection with any fine or penalty imposed by the SEBI or any other governmental, judicial, statutory, regulatory, quasi-judicial and/or administrative authority;

(viii) for the infringement of any intellectual property, rights of third party or anything done or omitted to be done through negligence, default or misconduct on the part of the Indemnifying Party.

43. Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified the Indemnified Parties for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services hereunder or otherwise under the Applicable Laws including but not limited to any liability or loss, direct and/or indirect, arising out of failure to address investor complaints and in responding to queries relating to such services from SEBI and/or the Stock Exchanges or any other statutory, regulatory, quasi-judicial, administrative, governmental or judicial authority or court of law. The Registrar shall further indemnify, reimburse and refund all costs incurred by the Indemnified Parties in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of its activities, services or role 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, regulatory, quasi-judicial, judicial and/or administrative authority or a court of law.

44. The Registrar undertakes to execute a letter of indemnity (the "**Letter of Indemnity**") in the format set out in **Schedule IV** to the BRLMs on the date of this Agreement. The Registrar acknowledges and agrees that entering into this Agreement for performing its services to the Company and the Selling Shareholders is sufficient consideration for the Letter of Indemnity. In case of any conflict between the Letter of Indemnity and this Agreement, the Letter of Indemnity shall prevail. The Registrar acknowledges that all terms and conditions mentioned in this Agreement will apply to the Letter of Indemnity, wherever, and to the extent applicable. In case of a discrepancy and/or conflict between the Letter of Indemnity and this Agreement, the Letter of Indemnity will prevail vis-à-vis the contents mentioned therein.

45. The Registrar may have to provide certain information regarding the Bidders, as may be required under the Applicable Laws including, without limitation, income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement, subject to provision of prior written notice to the Parties of any request for information received by the Registrar or any information proposed to be shared by the Registrar with Bidders, with a view to providing the opportunity for the other Parties to contest such disclosure or otherwise to agree on the timing and content of such disclosure.

46. Any notice, communication or documents to be given to the Parties may be given by personal delivery, registered/ speed post or electronic 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 at the address of such Party, if given by registered/speed post on expiration of 3 (three) Working Days after the notice etc., shall have been delivered to the post office for onward dispatch and if given by fax, electronic mail or telex upon transmission thereof. Provided however that any notice, etc. given by telex or fax, shall be confirmed in writing.

All notices to the Parties shall be addressed as under:

If to the Company:

Manipal Health Enterprises Limited
The Annexe, #98/2, Rustom Bagh
HAL Airport Road, Bengaluru 560 017
Karnataka, India
Email: legalcs@manipalhospitals.com
Attention: Sathish Kolar Ramamoorthy
Tel: +91 80 4936 0300

If to the Registrar:

KFin Technologies Limited
Selenium Tower B, Plot 31 & 32
Gachibowli, Financial District
Nanakramguda
Hyderabad 500 032, India
E-mail: manipalhealth.ipo@kfintech.com
Telephone: +91 40 6716 2222
Contact person: M Murali Krishna

If to the Selling Shareholder(s):

Imperius Healthcare Investments Pte. Ltd.
Address: 60B Orchard Road, #06-18, The Atrium@Orchard, 238 891, Singapore.
Email: ethanpark@temasek.com.sg
Attention: Park Jung Ryun
Telephone: NA
With a copy to: Sandeep Joshi at sandeepjoshi@in.temasek.com

Manipal Education and Medical Group India Private Limited
Address: No. 24/1, 15th Floor
J W Marriot, Vittal Mallya Road
Bengaluru 560 001
Karnataka, India
Email: memg.secretary@manipalgroup.com
Attention: Kallabandi Sreekanth
Telephone: 080-8022888136

TPG SG Magazine Pte. Ltd.
Address: #11-01 UE Square
83 Clemenceau Avenue
Singapore, 239 920
Email: TPGAsiaLegal@tpg.com
Attention: Office of General Counsel
Telephone: +65 6390 5000, +65 6393 5052

Seventy Second Investment Company LLC
Address: Al Mamoura Building
Muroor Road
P.O. Box 45005, United Arab Emirates
Email: tmomakova@mubadala.ae; hpellegrini@mubadala.ae; legalunit@mubadala.ae;
Attention: Teodora Momakova & Hernan Pellegrini
Telephone: +97 12413 0000

Ammar Sdn Bhd
Address: Level 12, Ministry of Finance and Economy Building
Commonwealth Drive BB3910 Brunei Darussalam
Email: pe@bia.com.bn / Maisarah.hamzah@bia.com.bn
Attention: Maisarah Hamzah
Telephone: (673)2383535

Novo Holdings Invest Asia A/S
Address: Tuborg Havnevej 19 2900 Hellerup, Denmark
Email: aka@novo.dk, nkh@novo.dk, hso@novo.dk
Attention: Dr. Amit Kakar, Navjeewan Khosla, Hulbert Soh
Telephone: +45 3527 6500

Phoenix Bear Investments, LLC
Address: Phoenix Bear Partners
L.P., 301 Commerce Street, Suite 3300
Fort Worth, TX 76102
Email: TPGAsiaLegal@tpg.com; investorrelations@tpg.com; AsiaProduct@tpg.com
Attention: Office of General Counsel
Telephone: NA

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

The Registrar shall bring to the notice of the Company and each of the Selling Shareholders of any communication between the BRLMs and the Registrar pursuant to the Letter of Indemnity, in the event such communication is in connection with terms, conditions, rights, obligations and liabilities of the Parties under this Agreement.

47. The Parties agree that non-compliance of any of the covenants contained herein by the Registrar shall be reported to the SEBI within 7 (seven) days by any other Party or any other timeline prescribed by Applicable Law and shall also be reported to the Company, Selling Shareholders and the BRLMs immediately.

48. ARBITRATION AND DISPUTE RESOLUTION

In the event of a breach by either Party, the defaulting Party shall have the right to cure such breach within a period of 15 (fifteen) Working Days of receipt of written notice of such breach by the non-defaulting Party. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) in the event of any dispute, controversy or claim arising out of or in connection with this Agreement between any or all of the Parties, including any question regarding its existence, validity, interpretation, implementation, alleged breach of terms of this Agreement or anything done or omitted to be done pursuant to this agreement or termination, or the legal relationships established by this Agreement (the "**Dispute**"), the parties to the dispute (the "**Disputing Parties**") shall in the first instance seek to resolve the matter amicably through negotiation/discussion among them. In the event that such Dispute cannot be resolved through amicable discussions within a period of 10 (ten) days after the first occurrence of the Dispute/after commencement of discussions, the Parties (the **"Disputing Parties**") shall by notice in writing to each other, refer the Dispute to arbitration in India. All proceedings in any such arbitration shall be conducted in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration ("**MCIA**") in force at the time a Dispute arises (the "**Rules**") and the Arbitration and Conciliation Act, 1996 (the "**Arbitration Act**") or any re-enactment thereof and shall be conducted in English. The Rules are incorporated by reference into this paragraph and capitalized terms used in this paragraph which are not otherwise defined in this Agreement have the meaning given to them in the Rules. The seat of arbitration shall be Bengaluru, Karnataka, India.

49. Subject to Applicable Laws and the Rules, the arbitration shall be conducted as follows:

i) the arbitration shall be conducted under and in accordance with the Rules;
ii) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;
iii) all Disputes between the Parties arising out of or in connection with this Agreement shall be referred to or submitted to arbitration seated in Bengaluru, Karnataka, India;
iv) each Disputing Party shall appoint one arbitrator within a period of 10 (ten) Working Days from the initiation of the Dispute and the 2 (two) arbitrators shall appoint the third or the presiding arbitrator within 15 (fifteen) days of the receipt of the second arbitrator's confirmation of his/her appointment. In the event that there are more than 2 (two) Disputing Parties or the Disputing Parties fail to appoint an arbitrator or the arbitrators fail to appoint the third arbitrator as provided herein, then such arbitrator(s) shall be appointed in accordance with the Rules; and each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and/or commercial laws;
v) the arbitrators shall have the power to award interest on any sums awarded;
vi) the arbitration award shall state the reasons on which it was based;
vii) the arbitration award shall be final, conclusive and binding on the Parties and shall be subject to enforcement in any court of competent jurisdiction;
viii) the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;
ix) the arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel);
x) the Disputing Parties shall cooperate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement; and
xi) subject to the foregoing provisions, the courts in Bengaluru, Karnataka, India shall have exclusive jurisdiction in relation to proceedings, including with respect to grant of interim relief and enforcement of the arbitral award, brought under the Arbitration Act and the Rules.

50. The Parties, severally and not jointly, agree and acknowledge that in accordance with paragraph 3(b) of the SEBI master circular dated December 28, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 ("**SEBI ODR Circular**"), the Parties have elected to adopt the institutional arbitration as the dispute resolution mechanism as described in this Agreement. Provided that, in the event any Dispute involving any Party is mandatorily required to be resolved by harnessing any other form as may be prescribed under Applicable Laws, the Disputing Parties agree to adhere to such mandatory procedures for resolution of the Dispute notwithstanding the option exercised by such respective Disputing Party in this Agreement.

51. Any reference of the Dispute to arbitration under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement.

52. Subject to the above clauses 49 and 50, all disputes, if any arising out of the Assignment shall be subject to the courts having jurisdiction in Bengaluru, Karnataka, India. This Agreement shall be governed by and construed exclusively in accordance with the laws of India, without reference to its conflict of laws rules.

53. None of the Parties shall be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Party (provided that such consent shall not be unreasonably withheld or delayed).

54. Unless terminated earlier in accordance with its terms, this Agreement shall be valid until the expiry of 18 months from the date of closing of the Offer, provided that clauses 4(b), 9, 10 (*Confidentiality*), 14, 15, 16, 42 (*Indemnity*), 43 (*Indemnity*), 44 (*Indemnity*), 45, 47, 48 (*Arbitration and Dispute Resolution*), 49 (*Arbitration and Dispute Resolution*) and this clause 55 shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents and other information and data which are in the possession or custody of the Registrar shall be handed over to the Company and each of the respective Selling Shareholders, and/or the newly appointed registrar to the Offer, as applicable. The Registrar shall extend all such support as may be required by the Company and/or the Selling Shareholders or the newly appointed registrar to the Offer towards taking over duties and responsibilities as the registrar to the Offer.

55. If any provision/s of this Agreement is held to be prohibited by or invalid under Applicable Laws or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.

56. 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. It is hereby expressly clarified that any increase or decrease in the size of the Offer at the time of filing the Red Herring Prospectus, to the extent that such increase or decrease does not trigger a refiling of the draft red herring prospectus, in terms of the SEBI ICDR Regulations, will not warrant any amendment to this Agreement, and the relevant terms of this Agreement, including the term 'Offer' and 'Offered Shares' shall be construed accordingly. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorized officer or representative. The 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). The failure or delay of any of the Parties 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.

57. The 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. Each Party agrees that this Agreement may be executed by delivery of a portable document format (PDF) copy of an executed signature page or by electronic signature (whatever form the electronic signature takes, subject to compliance with Applicable Laws), which shall have the same force and effect as the delivery of an originally executed signature page and shall be as conclusive of the Parties' intention to be bound by this Agreement as if signed by each Party's manuscript signature. Any Party providing an electronic signature agrees to promptly execute and deliver to the other Parties an original signed Agreement upon request, but a failure to do so shall not affect the enforceability of this Agreement.

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONST MANIPAL HEALTH ENTERPRISES LIMITED, THE SELLING SHAREHOLDERS AND THE REGISTRAR.

IN WITNESS WHEREOF, this Registrar Agreement has been duly executed by the Parties or their authorized signatories on the day and year first above written.

Signed for and on behalf of Manipal Health Enterprises Limited

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Authorized Signatory

Name: Sathish K R

Designation: General Counsel and Compliance Officer

Manipal Health Enterprises Limited

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST MANIPAL HEALTH ENTERPRISES LIMITED, THE SELLING SHAREHOLDERS AND THE REGISTRAR.

IN WITNESS WHEREOF, this Registrar Agreement has been duly executed by the Parties or their authorized signatories on the day and year first above written.

Signed for and on behalf of Imperius Healthcare Investments Pte. Ltd.

Authorized Signatory

Name: Jung Ryun Park

Designation: Director

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST MANIPAL HEALTH ENTERPRISES LIMITED, THE SELLING SHAREHOLDERS AND THE REGISTRAR.

IN WITNESS WHEREOF, this Registrar Agreement has been duly executed by the Parties or their authorized signatories on the day and year first above written.

Signed for and on behalf of Manipal Education and Medical Group India Private Limited

S Kanth

Authorized Signatory

Name: Kallabandi Sreekanth

Designation: Director

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IN WITNESS WHEREOF, this Registrar Agreement has been duly executed by the Parties or their authorized signatories on the day and year first above written.

Signed for and on behalf of TPG SG Magazine Pte. Ltd.

____

Authorized Signatory

Name: Dominic John Picone

Designation: Director

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST MANIPAL HEALTH ENTERPRISES LIMITED, THE SELLING SHAREHOLDERS AND THE REGISTRAR.

IN WITNESS WHEREOF, this Registrar Agreement has been duly executed by the Parties or their authorized signatories on the day and year first above written.

Signed for and on behalf of Seventy Second Investment Company LLC

Authorized Signatory **Name:** Mina Abdulla Hamoodi **Designation:** Authorised Signatory	**Authorized Signatory** **Name:** Hernan Daniel Pellegrini **Designation:** Authorised Signatory

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST MANIPAL HEALTH ENTERPRISES LIMITED, THE SELLING SHAREHOLDERS AND THE REGISTRAR.

IN WITNESS WHEREOF, this Registrar Agreement has been duly executed by the Parties or their authorized signatories on the day and year first above written.

Signed for and on behalf of Ammar Sdn Bhd

____

Authorized Signatory

Name: Norakerteni Muhammad

Designation: Director

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST MANIPAL HEALTH ENTERPRISES LIMITED, THE SELLING SHAREHOLDERS AND THE REGISTRAR.

IN WITNESS WHEREOF, this Registrar Agreement has been duly executed by the Parties or their authorized signatories on the day and year first above written.

Signed for and on behalf of Novo Holdings Invest Asia A/S

Barbara Fiorini

Authorized Signatory

Name: Barbara Fiorini

Designation: Director

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST MANIPAL HEALTH ENTERPRISES LIMITED, THE SELLING SHAREHOLDERS AND THE REGISTRAR.

IN WITNESS WHEREOF, this Registrar Agreement has been duly executed by the Parties or their authorized signatories on the day and year first above written.

Signed for and on behalf of Phoenix Bear Investments, LLC

Authorized Signatory

Name: Martin Davidson

Designation: Chief Accounting Officer

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONST MANIPAL HEALTH ENTERPRISES LIMITED, THE SELLING SHAREHOLDERS AND THE REGISTRAR.

IN WITNESS WHEREOF, this Registrar Agreement has been duly executed by the Parties or their authorized signatories on the day and year first above written.

Signed for and on behalf of KFin Technologies Limited

KFIN TECHNOLOGIES LIMITED
Hyderabad

____

Authorized Signatory

Name: M.Murali Krishna

Designation: Sr,Vice President

ANNEXURE A

S.No.	Name of Selling Shareholder	Number of Offered Shares	Date of consent letter	Date of corporate authorization/board resolution
1.	Imperius Healthcare Investments Pte. Ltd.	Up to 21,617,723	March 22, 2026	March 13, 2026
2.	Manipal Education and Medical Group India Private Limited	Up to 13,584,004	March 11, 2026	March 9, 2026
3.	TPG SG Magazine Pte. Ltd	Up to 4,659,335	March 18, 2026	February 12, 2026
4.	Seventy Second Investment Company LLC	Up to 1,584,987	March 19, 2026	December 30, 2025
5.	Ammar Sdn Bhd	Up to 811,582	March 23, 2026	January 7, 2026
6.	Novo Holdings Invest Asia A/S	Up to 529,111	March 19, 2026	February 5, 2026
7.	Phoenix Bear Investment, LLC	Up to 440,926	March 18, 2026	March 13, 2026

SCHEDULE I

Allocation of activities pertaining to the Assignment between the Parties

Note: The Registrar shall be responsible for ASBA-related activities, in accordance with rules, regulations, guidelines and notifications prescribed by SEBI. 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 BRLMs, to the Registrar.

Sr. No.	Activity	Party Responsible
I.	**Pre-Offer work**	
1.	Finalization of the Bankers to Offer, list of branches (controlling (in case of Anchor Investor(s)) and collecting branches), as applicable	Company in consultation with BRLMs/Registrar
2.	Design of Bid cum Application Form, bank schedule, pre-printed stationery, all of whom should be in conformity with Applicable Laws, regulations and guidelines	Company in consultation with BRLMs/Registrar
3.	Preparing and issuing detailed instructions on procedure to be followed by the Designated Intermediaries	Registrar in consultation with the BRLMs
4.	Arranging dispatch of applications, schedule for listing of applications to collecting and controlling branches of Bankers to the Offer	Company in consultation with the BRLMs
5.	Placing of orders for and procuring pre-printed stationery	Company
II.	**Offer work**	
1.	Expediting dispatch of applications, final certificate from controlling branches of SCSBs, Sponsor Bank(s) and obtaining the electronic bid data (including ASBA Bid data) from the Stock Exchanges	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.	a. Collection of final certificate and schedule pages from Nodal branches of SCSBs and the Sponsor Bank; b. Processing all Bid cum Application Forms in respect of the Offer; c. On Bid/ Offer Closing Date collect the Bid file from the Stock Exchanges and validate the DP ID, Client ID and PAN with the depository database and provide a file through the BRLMs to the concerned Depository Participant of the erroneous bids which will be considered as invalid	Registrar
4.	Informing the Stock Exchanges/ SEBI and providing necessary certificates to BRLMs on closure of the Offer	Company / Registrar
5.	Preparing Underwriter statement in the event of under subscription and seeking extension from the Stock Exchanges for processing	Registrar/ Company/BRLM
6.	Processing of applications received from the Designated Intermediaries	Registrar
7.	Numbering of applications and bank schedule and batching them for control purposes	Registrar
8.	Send the electronic Bid file with certain fields like application no., number of shares and amount or with any other additional fields as maybe required by the SCSBs/the Sponsor Bank to all the SCSBs/the Sponsor Bank to facilitate validation of the Bid forms for the Bids which are entered in the Stock Exchanges	Registrar
9.	Transcribing information from documents to magnetic media for	Registrar

Sr. No.	Activity	Party Responsible
	computer processing	
10	Reconciliation of number of Bids, Equity Shares applied and money blocked with final certificate received from the SCSBs and the Sponsor Bank	Registrar
11.	Reconciliation of compiled data received from Stock Exchanges with details of collection/blocked amounts received from the bankers to the Offer and SCSBs	Registrar
12.	Matching the reconciled data with the depository's database for correctness of DP ID, Client ID and PAN quoted in the Bid downloaded from the Stock Exchanges	Registrar
13.	Reject all the bids in the electronic file which do not get validated for the DP ID/Client ID and/or PAN with the depository database. Reconciliation on a regular basis of the data in the Bid registered on the online IPO system of the Stock Exchanges with SCSB data and Sponsor Bank data	Registrar
14.	Matching with bid data / reconciliation with Bank Schedules and the final certificate	Registrar
15.	Collection of request, if any for withdrawal of the Bid cum Application Form and acting thereon received before finalization of basis of allotment	Registrar
16.	Eliminating invalid bids and bids below Offer Price	Registrar
17.	Uploading of beneficiary account details to depositories	Registrar
18.	Identify and reject of applications with technical faults and multiple applications with reference to regulations / guidelines / procedures. Registrar to prepare the list of technical rejection cases including rejected Bids based on mismatch between electronic Bid details and depositories data base. Rejections of applications based on joint discussion between Registrar, Company, and BRLMs	Registrar / BRLM / Company
19.	Preparation of inverse number for applicable categories	Registrar
20.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the BRLMs and the Designated Stock Exchange. Keeping a proper record of applications and monies blocked from the Bidders and paid to the SCSB's/Bankers to the Offer	Registrar
21.	Finalizing Basis of Allotment after approval of the Designated Stock Exchange	Company in consultation with Registrar/ BRLMs
22.	Preparation of fund transfer schedule based on the approved allotment	Registrar
	Preparation of list of allottees entitled to be allocated Equity Shares in the Offer	Registrar
23.	Assisting the Company in instructing the Depository to carry on the lock-in for pre-Offer capital	Registrar
24.	Allotment of shares on the basis of formula devised by the Stock Exchanges Preparing a statement of Bids rejected, separately for QIBs, Non Institutional Investors and Retail Individual Investors, along with reasons for rejection of the Bids	Company / Registrar
25.	Once Basis of Allotment is approved by Designated Stock Exchange, the Registrar shall provide the following details to the Controlling Branches (CB) of each SCSB and the Sponsor Bank, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Company's account within the timelines specified in the ASBA process:	Registrar

Sr. No.	Activity	Party Responsible
	(i) Number of shares to be allotted against each valid bid (ii) Amount to be transferred from the Escrow Account/ relevant bank account to the Company's Public Offer Account, for each valid Bid (iii) The date by which the funds referred in sub-para (ii) above, shall be transferred to the Company's account (iv) Details of rejected Bids, if any, along with the reasons for rejections and details of withdrawn/unsuccessful ASBAs, if any, to enable SCSBs and the Sponsor Bank to unblock the respective bank accounts (v) Preparing a statement of Bids rejected, separately for QIBs, Non-Institutional Bidders and RII, along with reasons for rejection of the Bids	
26.	Unblocking the relevant bank account for: (i) Transfer of requisite money to the Company's account against each valid Bid cum Application Form (ii) Withdrawn or rejected or unsuccessful Bid cum Application Form	SCSB/ Sponsor Bank(s)
27.	Confirm the transfer of requisite money against each successful Bid cum Application Form	Controlling branch of SCSB/ Sponsor Bank(s)
28.	Assisting in obtaining of certificate from auditors/ practicing company secretary that the Allotment has been made as per Basis of Allotment	Company/ Registrar
29.	Preparation of reverse list, list of allottees and non-allottees as per the basis of allotment approved by the Stock Exchanges for applicable categories including brokerage for bids through the E-IPO mechanism and providing Syndicate Members' performance	Registrar
30.	To collect and maintain records of the requisite certificate from the SCSBs in accordance with the SEBI ICDR Master Circular and in 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. Registrar shall also follow up and collate the confirmations from SCSBs in the format prescribed in the SEBI ICDR Master Circular	Registrar
31.	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 in accordance with the SEBI RTA Master Circular	Registrar
32.	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
33.	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
34.	Registrar shall prepare the list of SCSBs (including sharing updated list daily) who do not provide the confirmation as per the SEBI RTA Master Circular within the prescribed timeline	Registrar
35.	Registrar shall prepare and assist BRLMs in computing the compensation payable in accordance with the SEBI ICDR Master Circular	Registrar

Sr. No.	Activity	Party Responsible
36.	Issue of duplicate refund orders, as applicable	Registrar
37.	Revalidation of refund orders, as applicable	Registrar
38.	Preparation of register of members and specimen signature cards (if required)	Registrar
39.	Preparation of list of brokers, SCSBs, SEBI registered RTAs, DPs authorized to accept and bid as per information provided on the website 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
40.	Printing of Allotment Advice	Registrar
41.	Printing postal journal for dispatching Allotment Advice cum refund orders and intimation of investors by registered Post	Registrar
42.	Printing of distribution schedule for submission to the Stock Exchanges where listing is being done	Registrar
43.	Providing pre-printed stationery and advance amount for postage and demat uploading expenses	Company
44.	Submission of the required file to the Refund Banker for payments to be made through the electronic mode for Anchor Investors	Registrar
45.	Overprinting of Allotment Advice, intimation and refund orders, if any	Registrar
46.	Mailing of documents by registered/speed post wherever required	Registrar
47.	Binding of application forms, application schedule and computer outputs	Registrar
49.	Payment of consolidated stamp duty or procuring and affixing stamps of appropriate value	Company
50.	Dispatch of Allotment Advice and CAN within the Registrar timeframe specified in Offer Documents and Applicable Laws	Registrar/Company
51.	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division) if Allotment cannot be made within the stipulated time	Company/ BRLMs
52.	To ensure that the Equity Shares are issued/transferred and Allotted only to permitted categories of investors	Registrar
53.	Calculation of the commission payable to Designated Intermediaries as per the timelines stipulated in the Offer Documents and SEBI circulars as applicable	Registrar
54.	To ensure that the Equity Shares are issued/transferred and Allotted to persons and entities in accordance with the provisions of the RHP and the Prospectus	Registrar
55.	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
56.	Publishing the allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in all newspapers where the Bid/ Offer Opening/ Closing advertisements have appeared earlier, in accordance with SEBI ICDR Regulations	Company in consultation with the BRLMs
57.	Providing all the relevant reports for listing and trading of Equity Shares, within the timelines mentioned in the Offer Documents, in consultation with the Company and the BRLMs	Registrar
58.	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
59.	Finalizing various post-Offer monitoring report, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/BRLMs	Registrar

Sr. No.	Activity	Party Responsible
60.	Coordinating with the Stock Exchanges, Company and SCSBs (for obtaining confirmation related to unblocking of accounts), in consultation with the BRLMs, for release of the security deposits provided by the Company to the Stock Exchanges in relation to the Offer	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, Selling Shareholders or the BRLMs, to the Registrar*.

SCHEDULE II

FEES PAYABLE TO REGISTRAR

Sl. No.	Particulars	Fees ₹
1.	Processing fee per application	Token fee of ₹1.00 for the entire issue
2.	Validating data pertaining to depository option	
3.	Preparing soft copy of CAN's	
4.	Preparation of files to ASBA banks for blocking/ unblocking of investors account through the Sponsor Bank	
5.	Charges for preparing bulk mailing register	
6.	Reconciliation between bid files & amount blocked by ASBA Banks	
7.	Preparation of Basis of Allotment	NIL
8.	Fees payable for coordination, collection of schedules through emails, Provisional and Final Certificates from the SCSB Banks for both Direct/Syndicate ASBA applications/bids	NIL
9.	Assisting the Company in Listing	NIL
10.	Servicing of Investor, Hosting Investor Allotment / non allotment information on KFintech's Website	Nil
11	Email to investors during the process of IPO to all applicants	₹0.25
12	SMS to Non Allotee & Partial Allotee	₹0.25

Services Tax and other Statutory taxes, if any, shall be payable.

- **The company is free to open the Escrow Demat account with any DP of its choice.**

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

Reimbursement of other expenses

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

SCHEDULE III

Certificate of Registration of the Registrar

निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता

प्ररूप ख
FORM B

REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS

भारतीय प्रतिभूति और विनिमय बोर्ड

SECURITIES AND EXCHANGE BOARD OF INDIA

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

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

(विनियम 8)
(Regulation 8)

001430

रजिस्ट्रीकरण का प्रमाणपत्र

CERTIFICATE OF REGISTRATION

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

KFIN TECHNOLOGIES LIMITED
Selenium, Tower B, Plot No. 31 and 32
Financial District, Nanakramguda, Serilingampally
Hyderabad- 500032
Telangana, India

को नियमों की शर्तों के अधीन रहते हुए और विनियमों के अनुसार क्रियाकलाप करते के लिए, जैसे उसमें विनिर्दिष्ट है, इसके द्वारा रजिस्ट्रीकरण का प्रमाणपत्र देता है।

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

II. निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता का रजिस्ट्रीकरण कोड है।

II. Registration Code for the registrar to an issue and share transfer agent is **INR000000221**

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

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

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

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

Dinesh Joshi
प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory

स्थान Place **Mumbai**

तारीख Date **April 1, 2022**

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

SCHEDULE IV

LETTER OF INDEMNITY

Date: [●], 2026

To,

Kotak Mahindra Capital Company Limited
1[st] Floor, 27 BKC
Plot No. C-27, 'G' Block
Bandra Kurla Complex
Bandra (East), Mumbai 400 051
Maharashtra, India

Axis Capital Limited
Axis House, 1st floor,
P.B. Marg, Worli
Mumbai 400 025
Maharashtra, India

Goldman Sachs (India) Securities Private Limited
9th and 10th Floor, Ascent - Worli
Sudam Kalu Ahire Marg
Worli, Mumbai 400 025
Maharashtra, India

Jefferies India Private Limited
Level 16, Express Towers
Nariman Point,
Mumbai - 400 021
Maharashtra, India

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

UBS Securities India Private Limited
Level 2, 3, North Avenue, Maker Maxity
Bandra Kurla Complex, Bandra East
Mumbai 400 051
Maharashtra, India

DBS Bank India Limited
Ground Floor, Express Towers
Nariman Point, Mumbai 400021
Maharashtra, India

(*Kotak Mahindra Capital Company Limited, Axis Capital Limited, Goldman Sachs (India) Securities Private Limited, Jefferies India Private Limited, J.P. Morgan India Private Limited, UBS Securities India Private Limited, DBS Bank India Limited and any other book running lead managers appointed by the Company are collectively referred to as the "**Book Running Lead Managers**" or the "**BRLMs**"*)

Ladies and Gentlemen,

Re: Letter of indemnity to the BRLMs by KFin Technologies Limited (the "Registrar") pursuant to the registrar agreement entered into amongst Manipal Health Enterprises Limited (the "Company"), the Registrar and the Selling Shareholders dated [●], 2026 (the "Registrar Agreement")

Dear Sir(s),

1. [The Company proposes to undertake an initial public offering of equity shares of face value of ₹2 each of the Company (the "**Equity Shares**"), which includes a fresh issue of Equity Shares (the "**Fresh Issue**") and an offer for sale of Equity Shares by the Selling Shareholders ("**Offer for Sale**", together with the Fresh Issue, the "**Offer**") in accordance with the Companies Act, 2013, including any rules, regulations, clarifications and modifications thereto, each as amended (together, 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 (the "**Offer Price**") as may be determined through the book building process as prescribed in Schedule XIII of the SEBI ICDR Regulations ("**Book Building**") and agreed to by the Company and the Selling Shareholders in consultation with the BRLMs. The Offer may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the BRLMs, on a discretionary basis, in accordance with the SEBI ICDR Regulations. [The Offer will be made (i) within the United States solely to persons who are reasonably believed to be "qualified institutional buyers" as defined in Rule 144A ("**Rule 144A**") under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**") in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act in reliance on Rule 144A; (ii) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations and in "offshore transactions" as defined in and in reliance on Regulation S ("**Regulation S**") under the U.S. Securities Act; (iii) outside the United States and India, to eligible investors in "offshore transactions" as defined in and in reliance on Regulation S, and in compliance with the applicable laws of the jurisdictions where offers and sales occur.] [***KCO Note: ILC to confirm***] The Company, through its Board or a duly authorised committee thereof, in consultation with the BRLMs, may consider an issue of specified securities of the Company, including by way of a private placement or any other method as may be permitted in accordance with SEBI ICDR Regulations to any person(s), at its discretion, prior to the filing of the red herring prospectus with the Registrar of Companies, Karnataka at Bengaluru (the "**RoC**") ("**Pre-IPO Placement**"). The Company, through its Board or a duly authorised committee thereof, in consultation with the BRLMs, may consider employee reservation of up to 5% of the post-Offer paid up equity share capital, for subscription by eligible employees ("**Employee Reservation Portion**"). The Offer less the **Employee Reservation Portion** is hereinafter referred to as the "**Net Offer**".

2. 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 the Registrar Agreement and in the manner as required under the various rules, regulations and notifications, as applicable and notified by the Securities and Exchange Board of India (**"SEBI"**), as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended (the "**SEBI Act**"). The Registrar has been appointed as the Registrar to the Offer by the Company, after consultation with the BRLMs, in accordance with Regulation 23(7) of the SEBI ICDR Regulations and Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 2025 (the "**SEBI RTA Regulations**"). In this regard, the Registrar has entered into a Registrar Agreement with the Company. The Registrar confirms that it has read and fully understands the SEBI ICDR Regulations and the SEBI RTA Regulations and all the relevant circulars, notifications, guidelines and regulations issued by the SEBI (including in relation to Application Supported by Blocked Amount ("**ASBA**") and Unified Payments Interface ("**UPI**") and other applicable laws in so far as the same is applicable to its scope of work undertaken pursuant to the Registrar Agreement and the time prescribed within which the allotment and listing of the Equity Shares should be completed and is fully aware of its obligations and the consequences of any default, error, failure or deficiency on its part.

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. INR000000221 to act as a Registrar to the Offer (the terms and conditions detailed in the Registrar Agreement including the activities pertaining to and services provided by the Registrar to the Offer are hereinafter collectively referred to as the "**Assignment**") and includes all duties, obligations and responsibilities required to be discharged by a registrar to an offer in the manner as required under the various rules and regulations as applicable, including the SEBI Master Circular, bearing reference no. HO/38/13/(4)2026-MIRSD-POD/I/4298/2026, for Registrars to an Issue and Share Transfer Agents, dated February 6, 2026 ("**SEBI RTA Master Circular**"), issued or passed by the SEBI as empowered under the provisions of the SEBI Act, and the Registrar has accepted the Assignment as per the terms and conditions detailed in the Registrar Agreement. The board of directors of the Company by its resolution dated [●] [***KCO Note: Company to provide, once the resolution is passed***] has approved the appointment of KFin Technologies Limited as the Registrar to the Offer as per the terms and conditions detailed in the Registrar Agreement.

4. The Registrar acknowledges that the BRLMs may be exposed to liabilities or losses if there is any error or

failure to perform the Assignment by the Registrar to the Offer and/ or failure in complying with any of its duties, obligations and responsibilities under the Registrar Agreement and any other legal requirement applicable in relation to the Offer.

5. The Registrar undertakes to the BRLMs that it shall act with due diligence, care, skill and in accordance with Applicable Law, within the timelines prescribed while discharging the Assignment and its duties, obligations and responsibilities under the Registrar Agreement and this Letter of Indemnity. The Registrar agrees that the obligations of the Registrar under the Registrar Agreement are incorporated in this letter *mutatis mutandis.*

6. The Registrar further represents, warrants and undertakes to the BRLMs to:

   a) fully co-operate and comply with any instruction the BRLMs may provide in respect of the Offer, including any instructions in relation to requirements in accordance with the SEBI RTA Master Circular;

   b) ensure compliance with Applicable Laws including the provisions of the SEBI ICDR Regulations, as amended, and any circulars issued thereunder (including SEBI RTA Master Circular, the relevant circulars issued by SEBI and Stock Exchanges from time to time, and UPI Circulars);

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

   d) comply with the code of conduct mentioned in Schedule III of the SEBI RTA Regulations and maintain institutional mechanisms for prevention and detection of fraud and market abuse as required under Chapter IV of the SEBI RTA Regulations.

7. The Registrar confirms that it is fully aware of all relevant provisions of the SEBI ICDR Regulations, the SEBI RTA Regulations, the SEBI RTA Master Circular and all the relevant circulars, notifications, guidelines and regulations issued by SEBI (including in relation to ASBA and UPI) and the time prescribed within which the allotment and listing of Equity Shares should be completed and other applicable laws in relation to its scope of work to be undertaken under the Registrar Agreement and is fully aware of its duties, obligations and responsibilities, and the consequences of any default or error on its part.

8. 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 BRLMs to fully indemnify and keep indemnified, defend and hold harmless, at its own cost and expense, at all times, each of the BRLMs and each of their respective affiliates, partners, directors, promoters, management, representatives, officers, employees, associates, advisors, successors, intermediaries and agents or other persons acting on its behalf and permitted assigns, 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 "**BRLMs' Indemnified Parties**") at all times as per the terms of the indemnity below. 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 issued in favour of the BRLMs.

9. Accordingly, the Registrar hereby unconditionally and irrevocably undertakes and agrees to indemnify and keep indemnified each of the BRLMs' Indemnified Parties, at all times, that in case of breach or alleged breach or failure, deficiency, omission or error in performance of or compliance of any provision of law, regulation or order of any court, legal, governmental, regulatory, statutory, judicial, quasi-judicial and/or administrative authority or from its own breach, delay, negligence, fraud, misconduct, wilful default or bad faith, if any, in performing its duties, obligations and responsibilities or of any of the terms and conditions, covenants, undertakings, representations and warranties mentioned in the Registrar Agreement or this Letter of Indemnity by the Registrar and/or any of its partners, representatives, officers, directors, employees, agents, advisors, management, successors, permitted assigns or other persons acting on its behalf (the "**Indemnifying Parties**"), and/or if any information provided by the Registrar or any of the Indemnifying Parties to any of the BRLMs' Indemnified Parties is untrue, incomplete or incorrect in any respect, the Registrar shall, at its own cost and expense, and upon first demand by the BRLMs indemnify, defend and hold each of the BRLMs' Indemnified Parties free and harmless at all times from and against any and all suits, proceedings, claims, demands, actions, losses, liabilities, writs, damages, actions, awards, judgments, costs, interest costs, charges and expenses, including without limitation, interest, penalties, legal expenses (including attorney's fees), accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs and court costs arising out of such breach (or alleged breach), actions, demands 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 any other person, whether or not such BRLMs' Indemnified Party is a party to such claims liabilities or legal process; or 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, statutory and/or regulatory, judicial, governmental, quasi-judicial, or administrative authority, or any of the representation, warranties, undertakings, obligations, covenants, terms and conditions 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 against the BRLMs' Indemnified Party, including as a consequence of any act or omission of, or any negligence, failure, deficiency, default or error on the part of the Registrar in performing the Assignment or fulfilling any of its functions, duties, obligations or services under the Agreement and this Letter of Indemnity, including without limitation, against any fine imposed by SEBI and/or the Stock Exchanges or any other governmental, statutory, regulatory, judicial, quasi-judicial and/or administrative authority and/or other amounts payable or paid (including applicable taxes and statutory charges, if any) by the BRLMs' Indemnified Parties, including any interest and/or penalty on account of delays in redressal of grievances in relation to the unblocking of UPI Bids or any other reason, in accordance with the SEBI RTA Master Circular and SEBI Circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022 and / or any other applicable laws and any subsequent circulars or notifications that may be issued by SEBI in this regard.

10. The Registrar shall further upon first demand by the BRLMs, indemnify, reimburse and refund on demand all costs, charges, interest, penalties, other professional fees and expenses, including without limitation, attorney fees and court costs incurred by each of the BRLMs' 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 BRLMs' 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 and in responding to queries relating to such services from SEBI and/or the Stock Exchanges and/or any other statutory, judicial, administrative, quasi-judicial, governmental and or regulatory authority or a court of law.

11. 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 BRLMs' Indemnified Parties may have at common law or equity and/or otherwise which may be made or commenced against or incurred by any BRLMs' Indemnified Party as a consequence of any act or omission of, or any failure, default, deficiency or error on the part of, any Indemnifying Party in performing the Assignment and services under the Registrar Agreement and this Letter of Indemnity.

12. This Letter of Indemnity may be amended or altered only with the prior written approval of each of the BRLMs.

13. The Registrar acknowledges and agrees that each of the BRLMs shall have all the rights specified under the provisions of the Registrar Agreement and this Letter of Indemnity but shall not have any obligations or liabilities to the Registrar or the Company or the Selling Shareholders or any other party, expressed or implied, direct or indirect, under the terms of the Registrar Agreement or this Letter of Indemnity.

14. The Registrar acknowledges and agrees that all terms and conditions mentioned in the Registrar Agreement will apply to this Letter of Indemnity, wherever applicable. In the event of inconsistency between the terms of this Letter of Indemnity and the Registrar Agreement, the terms of this Letter of Indemnity shall prevail.

15. The Registrar hereby agrees that failure of any of the BRLMs' Indemnified Party to exercise part of any of its right under this Letter of Indemnity in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other BRLMs' Indemnified Party of any of its rights established herein.

16. 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. Delivery of executed signature pages by e-mail or electronic transmission (including *via* scanned PDF) shall

constitute effective and binding execution and delivery of this Letter of Indemnity.

17. In case of any dispute in between the BRLMs and Registrar in relation to this Letter of Indemnity, the courts at Mumbai, Maharashtra, India, shall have sole and exclusive jurisdiction over the disputes arising out of the arbitration proceedings mentioned herein below, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration and Conciliation Act, 1996, as amended.

18. Notwithstanding anything contained in the Registrar Agreement, and in accordance with the SEBI RTA Regulations, 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 such dispute shall be referred to binding arbitration to be conducted at the Mumbai Centre for International Arbitration ("**MCIA**") in accordance with the arbitration rules of the MCIA in force at the time a Dispute arises (the "**Rules**"). The Rules are incorporated by reference into this paragraph. The arbitration (seat and venue) shall take place in Mumbai, Maharashtra, India and shall be subject to enforcement in any court of competent jurisdiction. The arbitration shall be conducted by a panel of three arbitrators. Each of the claimant(s) (acting together) and the respondent(s) (acting together) in the dispute shall appoint one arbitrator each. The two arbitrators so appointed shall appoint the third or the presiding arbitrator within 10 days of appointment of the second arbitrator, failing which the third arbitrator shall be appointed in accordance with the Rules. Each of the arbitrators so appointed under this sub-paragraph shall have at least five years of relevant experience in the area of securities and/or commercial laws. The disputing parties shall share the costs of such arbitration proceedings 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. Notwithstanding anything contained in the Registrar Agreement and in accordance with paragraph 3(b) of the SEBI master circular dated December 28, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195, the BRLMs and Registrar have elected to follow the dispute resolution mechanism mentioned above.

20. All capitalized terms not specifically defined herein unless specifically defined in the Registrar Agreement or required by the context in which they are referred to shall have the same meaning ascribed to such terms under the Draft Red Herring Prospectus, the Red Herring Prospectus and Prospectus in relation to the Offer including any amendments, addendums or corrigenda issued thereto, to be filed by the Company with SEBI, the Stock Exchanges and the RoC, as may be applicable.

21. Any notice or other communication given pursuant to this Letter of Indemnity must be in writing and (a) delivered personally, (b) sent by electronic mail, (c) or sent by speed post/ registered post A.D., postage prepaid, to the address of the party specified herein below. All notices and other communications required or permitted under this Letter of Indemnity that are addressed if delivered personally or by overnight courier shall be deemed given upon delivery; if sent by electronic mail, be deemed given when electronically confirmed; and if sent by speed post/ registered post A.D./postage prepaid, be deemed given when received.

In case of the BRLMs:

Kotak Mahindra Capital Company Limited
1st Floor, 27 BKC
Plot No. C-27, 'G' Block
Bandra Kurla Complex
Bandra (East), Mumbai 400 051
Maharashtra, India
Email: manipal.ipo@kotak.com
Attention: Arun Mathew

Axis Capital Limited
Axis House, 1st floor,
P.B. Marg, Worli
Mumbai 400 025
Maharashtra, India

Email: sourav2.roy@axiscap.in
Attention: Sourav Roy

Goldman Sachs (India) Securities Private Limited
9th and 10th Floor, Ascent - Worli
Sudam Kalu Ahire Marg
Worli, Mumbai 400 025
Maharashtra, India
Email: gs-manipal@gs.com
Attention: Devarajan Nambakam

Jefferies India Private Limited
Level 16, Express Towers
Nariman Point,
Mumbai - 400 021
Maharashtra, India
Email: Manipal.IPO@jefferies.com
Attention: Jibi Jacob

J.P. Morgan India Private Limited
J.P. Morgan Tower, Off CST Road
Kalina, Santacruz East, Mumbai 400 098
Maharashtra, India
Email: Manipal_Hospitals_IPO@jpmorgan.com
Attention: Darshil Mehta

UBS Securities India Private Limited
Level 2, 3, North Avenue, Maker Maxity
Bandra Kurla Complex, Bandra East
Mumbai 400 051
Maharashtra, India
Email: abhishek.j.joshi@ubs.com
Attention: Abhishek Joshi

DBS Bank India Limited
Ground Floor, Express Towers
Nariman Point, Mumbai 400021
Maharashtra, India
Email: Manipal.IPO@dbs.com
Attention: Sanjog Kusumwal / Rutvik Pawgi

In case of the Registrar:

KFin Technologies Limited
Selenium, Tower B, Plot No. 31 & 32,
Gachibowli, Financial District
Nanakramguda,
Hyderabad 500 032, India
Telephone: +91 40 6716 2222/ 1800 3094 001
E-mail: einward.ris@kfintech.com
Contact person: M. Murali Krishna

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY TO THE REGISTRAR AGREEMENT, IN RELATION TO THE INITIAL PUBLIC OFFERING OF EQUITY SHARES OF MANIPAL HEALTH ENTERPRISES LIMITED.

For and on behalf of **KFin Technologies Limited**

Authorised Signatory

Name:

Designation:

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

Authorised Signatory

Name:

Designation:

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For and on behalf of **Axis Capital Limited**

Authorised Signatory

Name:

Designation:

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For and on behalf of **Goldman Sachs (India) Securities Private Limited**

Authorised Signatory

Name:

Designation:

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

Authorised Signatory

Name:

Designation:

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

Authorised Signatory

Name:

Designation:

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For and on behalf of **UBS Securities India Private Limited**

Authorised Signatory	**Authorised Signatory**
Name:	Name:
Designation:	Designation:

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For and on behalf of **DBS Bank India Limited**

Authorised Signatory

Name:

Designation: