



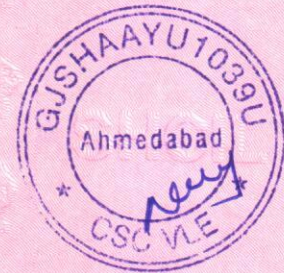
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INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ33609789778287Y
Certificate Issued Date : 30-Jul-2026 01:16 PM
Account Reference : CSCACC (GV)/ gjcsceg07/ GJ-AHSHA1039/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJCSCEG0758653936958163Y
Purchased by : FAITH INDUSTRIES LIMITED
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : FAITH INDUSTRIES LIMITED
Second Party : BIGSHARE SERVICES PRIVATE LIMITED
Stamp Duty Paid By : FAITH INDUSTRIES LIMITED
Stamp Duty Amount(Rs.) : 600
(Six Hundred only)

**FH 0018406126****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.

REGISTRAR TO THE OFFER AGREEMENT

DATED JULY 30, 2026

AMONGST

FAITH INDUSTRIES LIMITED

AND

**FINE INVESTMENT PRIVATE LIMITED
(PROMOTER SELLING SHAREHOLDER)**

AND

**KANKARIA HOLDINGS PRIVATE LIMITED
(PROMOTER GROUP SELLING SHAREHOLDER)**

AND

**PREMRAJ KANKARIYA HUF
(PUBLIC SELLING SHAREHOLDER)**

AND

BIGSHARE SERVICES PRIVATE LIMITED

THIS AGREEMENT (THE "AGREEMENT") IS ENTERED INTO THIS ON JULY 30, 2026, AT MUMBAI, AMONGST:

Faith Industries Limited, a company incorporated under the Companies Act 1956, bearing CIN U51909GJ1995PLC024823 and having its registered office at 701, Shapth 1, S G Road, Ahmedabad, Gujarat-380015 India (hereinafter referred to as the "**Company**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART**;

Fine Investment Private Limited a Company registered under the Companies Act, 1956 and having its Registered Office at Bunglow No.3, Sector-7, Kalhaar Bunglow Rancharda Road, Shilaj, Ahmedabad-382721, Gujarat, India (Hereinafter referred to as the "**Promoter Selling Shareholder**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **SECOND PART**;

Kankaria Holdings Private Limited, a Company registered under the Companies Act, 1956 and having its Registered Office at 701, Shapath - 1, Opp. Rajpath Club, S. G. Highway, Ahmedabad- 380015, Gujarat, India (Hereinafter referred to as the "**Promoter Group Selling Shareholder**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **THIRD PART**;

Premraj Kankariya HUF, represented by Vinaychand Kankariya, s/o late Premraj Kankariya an Indian Inhabitant having office at 701, Shapath-1, Opp. Rajpath club, SG Highway, Bodakdev, Ahmedabad-380015, 11-Gujarat, India (Hereinafter referred to as the "**Public Selling Shareholder**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FOURTH PART**;

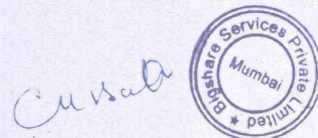
Bigshare Services Private Limited, a company within the meaning of the Companies Act, 1956, as amended (the "**Companies Act**") bearing Corporate Identification Number (CIN) U99999MH1994PTC076534 and having its registered office at S6-2, 6th Floor, Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri (East), Mumbai - 400 093, Maharashtra, India (hereinafter referred to as the "**BSPL**" or "**Registrar**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIFTH PART**;

In this Agreement:

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

WHEREAS

1. The Company and the Selling Shareholders propose to undertake an initial public offering of up to 55,02,000 equity shares of face value of Rs. 10 each of the Company (the "**Equity Shares**"), comprising of a fresh issue of up to 44,16,000 Equity Shares by the Company, (the "**Fresh Issue**") and an offer for sale of up to 10,86,000 Equity Shares by the Selling Shareholders (the "**Offer for Sale**"), referred as the "**Offer**", unless the context so requires) to be offered to the public through the fixed price method (the "**Fixed Price Process**"), in accordance with the Companies Act, 2013 as amended, (the "**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended from time to time (the "**SEBI ICDR Regulations**") and such other applicable laws at such price as may be determined or discovered as agreed to by the Company and Selling Shareholders in consultation with Smart Horizon Capital Advisors Private Limited (referred to as the "**Lead Manager**" or "**LM**") (the "**Offer Price**"). The offer will be made (i) within India to Indian institutional, non-institutional and retail investors in reliance on Regulation S under the United States Securities Act of 1933 ("**U.S. Securities Act**"), ("**Regulation S**"), and (ii) outside the United States and India, in offshore transactions in reliance on Regulation S, and in each case, in compliance with applicable Indian law and the Applicable Laws of the jurisdictions where such offers and sales occur.
2. The Company has been authorized to proceed with the Offer pursuant to the resolution passed by the Board of Directors at its meeting held on June 08, 2026.

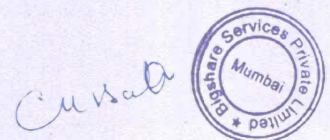


3. The Company and the selling shareholders have approached M/s. Smart Horizon Capital Advisors Private Limited (LM) to manage the offer, on such terms and conditions as agreed with them.
4. The Company and the selling shareholders has approached the Registrar to act as the registrar to the offer ("**Registrar to the offer**") in accordance with the terms and conditions detailed in this Agreement and in the manner as required under the various rules and regulations as applicable passed by the Securities and Exchange Board of India ("**SEBI**") as empowered under the provisions of the Securities and Exchange Board of India Act, 1992 ("**SEBI Act**").
5. The Registrar is registered with the SEBI under the Securities and Exchange Board of India (**Registrar to an offer and Share Transfer Agents**) Regulations, 1993, as amended (the "**RTA Regulations**") and has a valid and subsisting registration number INR000001385 to act as the Registrar to the offer (the activities pertaining to the Registrar are hereinafter collectively referred to as the "**Assignment**") and the Registrar has accepted the Assignment. The Board of Directors of the Company has approved the appointment of the Registrar as the Registrar to the offer.
6. In terms of Regulation 9A (1)(b) of the SEBI RTA Regulations, the Registrar is required to enter into a valid agreement with the Company and the selling shareholders *inter alia* to define the allocation of duties and responsibilities amongst the Registrar and the Company and in pursuance of the same the Parties are entering into this Agreement.
7. All capitalized terms used in this Agreement shall unless specifically defined herein or required by the context in which they are referred to have the same meaning ascribed to such terms under the Draft Prospectus ("**DP**") and Prospectus to be filed by the Company with SEBI, the Registrar of Companies, Ahmedabad and the BSE Limited ("**Stock Exchange**") as may be applicable. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the offer Documents shall prevail.
8. SEBI by its circular (CIR/CFD/14/2012) dated October 4, 2012 and circular (CIR/CFD/POLICYCELL/11/2015) dated November 10, 2015 read along with the clarification circular No. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016 has made it mandatory for all applicants (except anchor investors) to make use of the facility of applications supported by blocked amount ("**ASBA**") for making applications for public issues. Further, the above-mentioned circulars provide a mechanism to enable the Syndicate and sub-Syndicate members to procure Application forms submitted under the ASBA process from prospective applicants. SEBI by its circular (CIR/CFD/DIL/1/2016) dated January 1, 2016, has revised the contents of the application form and the manner of disclosure considering the amendments introduced by the aforementioned circulars
9. In this Agreement, unless the context otherwise requires:
 - (a) words denoting the singular number shall include the plural and vice versa;
 - (b) words denoting a person shall include an individual, corporation, company, partnership, trust or other entity having legal capacity;
 - (c) heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;
 - (d) references to the word "include" or "including" shall be construed without limitation;
 - (e) references to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted or any replacement or novation 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) any reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns;
 - (h) 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 or re-enacted;

- (i) references to the offer Documents shall mean the offer Documents as of their respective dates;
- (j) 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; and
- (k) unless otherwise defined the reference to the word 'days' shall mean calendar days; and
- (l) The Parties acknowledge and agree that the Annexures and Schedules attached hereto form an integral part of this Agreement.

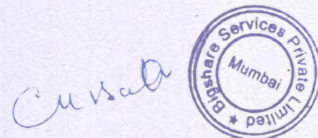
NOW THEREFORE, the Parties do hereby agree as follows:

1. The Company hereby appoints BSPL as the "Registrar to the offer" and BSPL hereby accepts such appointment by accepting the terms of appointment and signing this Agreement.
2. The Registrar hereby undertakes to perform and fulfill the Assignment as described herein and to provide such other functions, duties, obligations and services as are required in accordance with applicable law in respect of the offer (including the rules and regulations prescribed by the SEBI and applicable provisions of the Companies Act). The Registrar undertakes that it shall be its sole and absolute responsibility to ensure that such functions, duties, obligations and services are performed in a professional and timely manner.
3. All rights and obligations of the Company under this Agreement and in relation to the Offer are several and not joint. The Company shall not be responsible for the acts, omissions or defaults of any other Party.
4. The Registrar declares and undertakes that:
 - (a) It has obtained certificate of permanent registration from SEBI and that the certificate is valid from April 9, 2013 bearing registration no. INR000001385 from SEBI which is valid permanently unless suspended or cancelled by SEBI (the "Certificate"). It shall also ensure that the certificate of registration shall remain in force at all times. The Registrar will keep the Company, the selling shareholders and the LM informed on an immediate basis if due to any reasons, its registration is cancelled, suspended or withheld or if it is prohibited or restricted from performing its Assignment by any regulatory authority. A copy of the registration certificate from SEBI is attached as **Schedule I** hereto;
 - (b) It has a clean track record and no penalty has been imposed upon it by SEBI in the past. It has not violated any of the conditions subject to which registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI and that it is not debarred/suspended from carrying on its activities as a registrar by SEBI including the activities in relation to this Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment it agrees to promptly inform the Company, the selling shareholders and the LM of the same and cooperate to establish alternate arrangements for carrying out the Assignment as may be necessary to complete the offer as per the mandated regulatory timelines;
 - (c) It 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 RTA Regulations and all other applicable rules, regulations, directions and guidelines, circulars, and notifications issued by SEBI including the SEBI ICDR Regulations and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, the selling shareholders, LM and the Bidders, and that it will not take up any activities which are likely to be in conflict with its own interests, interests of the Company, the LM and investors or contrary to or in violation of any rules, regulations, guidelines or orders/directions issued by SEBI, from time to time;
 - (d) It shall make adequate disclosure to the Company, Selling Shareholders and the LM of the potential areas of conflict of interest and duties, which is likely to impair its ability to render fair, objective and unbiased services;
 - (e) It shall carry out its Assignment and complete all the formalities accurately, diligently and within the specified time limits as per the relevant statutes, including without limitation, the SEBI ICDR Regulations and rules, regulations and bye-laws prescribed by the stock exchanges, SEBI (Listing Obligations and



Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations") and the listing agreements to be entered into by the Company with the BSE Limited ("Stock Exchange"), as amended from time to time. The Registrar shall also duly notify the Company, the selling shareholders and the LM of any likely delay in completion of any of the activities forming part of the Assignment or the formalities related thereto. The Registrar shall also duly notify the Company, the selling shareholders and the LM of any errors committed while completing any of the activities forming part of the Assignment and the formalities related thereto;

- (f) It shall ensure that the demographic details provided by the Applicants in the Application Forms shall not be used by it for any purpose other than in relation to the offer;
- (g) It is not an associate and shall not be deemed to be an associate of the Company or the selling shareholders as mentioned under the RTA Regulations;
- (h) It shall keep and maintain the books of account and documents specified in Regulations 14 and 15 of the SEBI RTA Regulations, in respect of three preceding financial years for a period of three years;
- (i) It has not violated at any time the Code of Conduct prescribed under the RTA Regulations;
- (j) It has the required infrastructure, facilities, personnel, capacity, capability, back-up data maintenance and disaster recovery system and the net worth to honour its obligations and liabilities under this Agreement. It shall have a dedicated separate team of personnel handling post- offer correspondence;
- (k) It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the services indicated herein and that due care, diligence and caution shall be taken and endeavor to ensure that there are no errors in the services to be performed by it. It shall immediately notify the Company, the selling shareholders and the LM of any delay or errors committed or likely to occur while completing any formalities;
- (l) It shall co-operate and comply with any instructions the LM may provide in respect of the offer provided that LM do not give any instructions which are in violation of any applicable rules and regulations;
- (m) It is a 'fit and proper person' as per the criteria specified in schedule II of the SEBI (Intermediaries) Regulations, 2008, as amended;
- (n) It has connectivity with the depositories, namely the National Securities Depositories Limited ("NSDL") and Central Depositories Services (India) Limited ("CDSL" together with NSDL referred to as the "Depositories") in this regard, shall provide all assistance to the company and LM in all other work incidental to, or connected with processing of electronic IDs application for offer/refund/allotment/investor services/ listing permission/trading and procuring permissions;
- (o) It is not subject to any litigation in, or injunction or order of, any court or regulatory 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;
- (p) It shall keep the Company, the selling shareholders and the LM fully informed about the progress with regard to any legal action initiated against it and/or any of its group entity by any regulator from time to time;
- (q) The entry into this Agreement does not violate or constitute a breach of any law, regulation, court or tribunal order or any agreement, deed or undertaking entered into by the Registrar;
- (r) In the event the Registrar is unable to continue to act as a Registrar to the offer at any point of time due to any direction of any statutory or regulatory authority it shall immediately inform the Company, the selling shareholders and the LM and take steps in consultation with and as per the direction of the Company for a smooth transition of the Equity Shares data held by the Registrar at no cost to the Company and the selling shareholders for such transition to another registrar as may be appointed by the Company in consultation with the LM; and

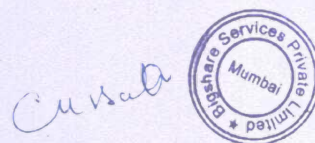


- (s) This Agreement has been duly authorised, executed and delivered by it and is a valid and legally binding obligation on it enforceable in accordance with its terms. The execution delivery and performance of this Agreement do not violate, or constitute a breach of, any law, regulation, court or tribunal order or any agreement, deed or undertaking entered into by the Registrar.
5. The Company and the selling shareholders hereby declare that they have 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 them to make the offer. The Company and the selling shareholders also agree that they will co-ordinate with the Registrar and that they will not give any instructions which are in violation of any applicable rules, regulations and guidelines issued by SEBI and any other relevant statutory/regulatory authority. In case the Company and the selling shareholders give any instructions which are not in conformity with the applicable laws, the Registrar shall immediately notify the Company and the selling shareholders in writing about such instructions pursuant to which Company will be free to withdraw / modify such instructions. The Registrar shall cooperate and comply with the instructions of the LM, as required in connection with the Offer.
6. This Agreement entered into between the Company the selling shareholders and the Registrar is for engaging BSPL as the Registrar to the offer and does not in any way bind the Company to appoint BSPL as the registrar and share transfer agent of the Company. The Company has the absolute right to appoint any other agency as its registrar and transfer agent. In the event of appointment of any other agency as the registrar and transfer agent other than BSPL 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 registrar and transfer agent appointed by the Company without any additional charges.
7. The Parties, severally and not jointly agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in **Schedule II** hereunder, which functions, duties and obligations are inclusive and not exhaustive and are generally in conformity with the model agreement contemplated under the RTA Regulations. The Parties may include further activities agreed upon but all the activities pertaining to the Assignment shall be listed and agreed upon between the Parties. Further, the Registrar agrees to undertake all the obligations and responsibilities specified for the Registrar herein, as well as in the underwriting agreement, cash escrow agreement, share escrow agreement, syndicate agreement, the Draft Prospectus, the Prospectus, the Abridged Prospectus, the Application Form, including all supplements, corrections, amendments, corrigenda, notices to investors, thereto (collectively, the "**Offer Documents**") to be issued by the Company in relation to the offer. The Registrar hereby consents to the inclusion of its name as the Registrar to the offer in the Offer Documents and in all such other documents as are required for the offer, and to provide a formal consent letter in the form and manner prescribed under applicable law and as requested by the Company.
8. Without prejudice to the above, the Registrar's Assignment shall include without limitation, the following activities:
- (a) To enter into an 'Underwriting Agreement' with the Company, the selling shareholder the LM and the 'Syndicate Agreement' in terms of which the members of the Syndicate shall fulfil their underwriting obligations and the Registrar shall provide the necessary notices and perform such other functions as may be agreed upon in accordance with such Underwriting Agreement;
- (b) To enter into a 'Share Escrow Agreement' with the Company, the Selling Shareholder and the LM in terms of which the Selling Shareholder shall prior to the filing of the Prospectus open a share escrow account ("**Share Escrow Account**") with the Registrar wherein the Selling Shareholders shall transfer the shares offered by them ("**Offered Shares**"). The Registrar shall operate the Share Escrow Account in terms of the instructions issued by the LM and in terms of the Share Escrow Agreement;
- (c) Provide detailed instructions to the Bankers to the offer, SCSBs, Collecting Depository Participants ("**CDPs**"), Registrars and Transfer Agents registered with SEBI ("**RTAs**") and Registered Brokers who are authorized to collect ASBA Forms from the Bidders in relation to the offer (collectively, the "**Designated Intermediaries**"), including the format and timeline of receipt of information;
- (d) Providing/ specifying the format to the Designated Intermediaries in which information in relation to ASBA is required;

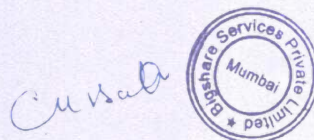
- (e) Intimation on the amount of processing fees payable to SCSBs in respect of syndicate ASBA and brokerage and selling commission for the Registered Brokers, RTAs and CDPs;
- (f) Intimating to the Designated Intermediaries before opening of the offer, the basis of the commission payable, the offer Opening Date and offer Closing Date/time, including details of revision in Price, offer Period, if any;
- (g) Receiving and providing inputs for finalizing the Bankers to the offer;
- (h) Follow up with Bankers to the offer and the SCSBs for receipt of final certificates with respect to the subscription monies collected and reconciling any data mismatches with each Banker to the offer and SCSB and the mismatches, if any, that may warrant a correction of the Bid data;
- (i) It shall be the sole responsibility of the Registrar to procure and collect the final certificates from all the SCSBs, including the syndicate SCSBs, participating in the Issue, within one working day from the closure of the Issue;
- (j) While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates and confirm that such certificates, duly signed on the letterhead/ stamped, have been received within the specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI;
- (k) To obtain from the Depositories the Demographic Details of the Bidders (including PAN and MICR code) and check this data with the Bid file and highlight any discrepancies. In the event that the PAN is missing, the Registrar is to check whether the Bidder falls under the Sikkim category or any other exempt category;
- (l) To review the sections related to offer procedure in the offer Documents and confirm their accuracy;
- (m) Collecting within the timelines prescribed by SEBI and as specified by the Company and the Lead Manager:
 - i. The Application Forms are received from various centers of the Banker to the Offer and from the Designated Intermediaries;
 - ii. The electronic application data (including ASBA data) from the Stock Exchange;
 - iii. The aggregate data in relation to the total number of Applications uploaded by the Designated Intermediaries and the total number of Equity Shares and the total amount blocked against the uploaded Applications, from each Designated Intermediary;
 - iv. the physical Application forms from the Designated Intermediaries and
 - v. The PAN, DP ID, Client ID and other Demographic Details of valid beneficiary accounts from Depositories,
 - vi. In each case, in accordance with the instructions of the Company and the LM and reporting any disruptions/delay in the flow of Application forms from the Banker's to the Offer and SCSB to the Company and the Registrar shall take all necessary steps to avoid any delay in order for the process to be completed within the applicable timelines.
- (n) To process all Applications along with bank schedules received from the Designated Intermediaries in respect of the offer and the electronic Applications file received from the Stock Exchanges, the SME platform of BSE i.e. BSE SME as applicable in respect of the offer;
- (o) To advise the Designated Intermediaries through the Stock Exchanges of the mismatches, if any, that may warrant a correction of Bid data;
- (p) To screen, identify and list Application Forms with technical errors, multiple applications or those that could be considered liable for rejection as per regulations issued by SEBI, the Stock Exchanges and other relevant government bodies and as specified in the offer Documents and rejecting such Application Forms in

consultation with the Company and the LM. It is understood that a technical rejection list will be prepared based on the electronic Bid files received from the Stock Exchanges without reference to the physical Application Forms;

- (q) On closure of the offer to collect the Bid file from Stock Exchanges/ the LM and validate the DP ID, Client ID and PAN with the depository database and provide a file to the concerned Designated Intermediary (through the LM) and LM of the erroneous Bids which will be considered as invalid;
- (r) Final application file received from the Stock Exchanges containing the Application form numbers and the Application Amount to all the SCSBs which shall use such information for validation/reconciliation at their end;
- (s) To inform the Designated Intermediaries and the LM of any errors in the Applications details, along with advice to send the rectified data within a specified date;
- (t) Reconciling the compiled data received from the Stock Exchanges and all SCSBs with the Depositories' database, for correctness of DP ID, Client ID and PAN;
- (u) Rejecting PAN/DP ID Duplicates. (i.e., Applications bearing the same unique identification number) To reject the Bids in case the DP ID, Client ID and PAN mentioned in the Application Form and as entered into the electronic Bidding system of the Stock Exchanges by the Designated Intermediaries and SCSBs do not match with the DP ID, Client ID and PAN available in the depository database and which have not been rectified by the SCSB within the specified date;
- (v) To reject the Applications made by duplicate copies of the same Application Form (i.e. two Applications bearing the same unique identification number);
- (w) To forward the exception report to the Stock Exchanges for dissemination to the Designated Intermediaries no later than one Working Day from the Offer Closing Date;
- (x) To coordinate with Designated Intermediaries i.e., SCSB' for submission of final certificates, after taking into account rectifications, if any, and reconciling any data mismatches with each of the Designated Intermediaries;
- (y) obtaining the demographic details of the Applicants (including PAN and MICR code) from the depositories, checking this final data with application file and highlighting any discrepancies, if PAN is missing, checking whether Applicant falls under any exempt category;
- (z) To ensure that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, guidelines and notifications and as specified in the offer Documents;
- (aa) To complete validation of beneficiary account details;
- (bb) To ensure that SCSBs applying through the ASBA process shall apply in the offer through a separate account opened with another SCSB, and reject Bids by SCSB under technical grounds if the former is not complied with;
- (cc) To assist in seeking approval of the Basis of Allotment with the Designated Stock Exchange as per the SEBI ICDR Regulations and the relevant provisions of the offer Documents along with the LM and the Company;
- (dd) To prepare the complete list of valid applications (after all rejections), and present the same category-wise;
- (ee) matching and validating the DP ID, Client ID and PAN in the Depositories' database vis-à-vis the electronic Application file obtained from the Stock Exchanges and providing a file of the error Applications, which will be considered as invalid, to the LM;
- (ff) entering accurate data based on physical Application Forms for the preparation of the Designated Intermediary performance report for resolution Terminal id and Application ranges shared by LM.;

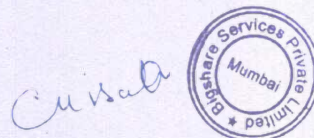


- (gg) To validate the electronic bid details with the Depository records and to reconcile the final certificates received from the SCSBs with the electronic bid details in terms of the SEBI circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, CIR/CFD/DIL/3/2010 dated April 22, 2010, the SEBI circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, CIR/CFD/14/2012 dated October 4, 2012, SEBI circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016 and SEBI circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, on the basis of which the Basis of Allotment will be finalise;
- (hh) following and completing all processes in relation to the Offer Documents;
- (ii) reconciling the electronic data collected from the Stock Exchanges and the data collected from the Designated Intermediaries with the details of blocked amount received from the SCSBs;
- (jj) preparing a statement of Applications proposed to be rejected, separately for QIBs, Non-Institutional Applicants and Individual Applicants, indicating the technical reasons for rejection of such Applications;
- (kk) preparing the complete list of valid Applications (after all rejections, including rejections on technical grounds), and presenting such list category-wise;
- (ll) To identifying inactive demat accounts, if any, well in advance for effective lock-in in accordance with the applicable SEBI (ICDR) Regulations;
- (mm) carrying out due procedures in relation to accurately identifying and rejecting multiple applications as provided in the Offer Documents;
- (nn) To provide correct data in time, to enable the Company and the LM to determine and finalize the Basis of Allotment and/or the Basis of Allotment in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment and finalizing the list of person entitle to allotment of the equity shares;
- (oo) To prepare a list of Allottees entitled to Allotment of the Equity Shares and preparing the CAN, Allotment Advice in consultation with the Company and the LM, post communication of the Basis of Allotment by the Company and prepare funds unblocking schedule based on the approved Basis of Allotment and to assist the Company in its corporate action for credit of Equity Shares upon allotment/lock-in for pre-Issue capital (except for Offered Shares) within three Working Days from the Offer Closing Date and in giving instructions to the Depositories to carry out lock-in for the pre-Issue capital (except the Offered Shares) as per the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within four working days from the closure of the Issue;
- (pp) To keep accurately, at all times, the electronic records relating to ASBAs received from all SCSBs, the Designated Intermediaries including:
 - (i) applications taken from the online bidding system of the Stock Exchanges and Applications furnished by the Designated Intermediaries;
 - (ii) particulars relating to the allocation and Allotment of Equity Shares against valid Applications;
 - (iii) Particulars relating to the requisite money to be transferred to Public offer Account, in accordance with the terms of this Agreement, the Offer Documents and Applicable Law; and
 - (iv) Particulars relating to, rejected/withdrawn/unsuccessful ASBAs.
- (qq) To specifically record cases of multiple Bids and keep them available for inspection along with the relevant records, namely the electronic data received from the Stock Exchanges and the data validated from the Depositories;
- (rr) To prepare distribution schedule and analysis form (for purposes of the Stock Exchanges or the Company);

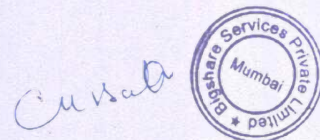


- (ss) Prepare the following registers and other data:
- (i) Top 50/100/200 shareholders (for the Stock Exchanges);
 - (ii) Allotment registers;
 - (iii) Register of members;
 - (iv) Index of members;
 - (v) Return of Allotment (for the Registrar of Companies);
 - (vi) Cross Reference Register; and
 - (vii) Postal journal for documents mailed.
- (tt) To ensure that the allotment made is correct and timely uploading of the correct file in the depository system is made;
- (uu) To co-ordinate with the concerned Depository and ensuring that the number of Equity Shares allocated to each category of Applicants is correct in all respects;
- (vv) Post approval of the Basis of Allotment by the Designated Stock Exchange, to prepare the list of Allottees entitled to receive Equity Shares and prepare the Allotment Advice/CANs in consultation with the Company and the LM;
- (ww) Acting on the details of Applications submitted by the ASBA applicants which have been withdrawn before finalization of the Basis of Allotment to the Designated Stock Exchange after the Offer Closing Date;
- (xx) Preparation of the fund transfer schedule along with reconciliation of total funds received, amount proposed to be transferred, in each case duly certified by the Registrar based on approved Allotment and upon finalization of the Basis of Allotment, to provide the following details to the controlling branches of each SCSB, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public offer Account within the timelines specified.
- (i) Number of Equity Shares to be allotted against each valid Bid and the list of successful Bidders;
 - (ii) Amount to be transferred from the relevant Bank Account to the Public offer Account for each valid Application and the date by which such amounts are to be transferred and ensuring that the amounts have been transferred;
 - (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 law;
 - (iv) Details of rejected Applications, if any, along with reasons for rejection and details of withdrawn/unsuccessful Application forms, if any, to enable the SCSBs to unblock the relevant ASBA Accounts.
- (yy) In case of failure of the Issue, to give appropriate instructions for unblocking of the relevant ASBA bank accounts/ issuance of instructions for refund to the Anchor Investors, as the case may be, all within the timelines prescribed under the Issue Documents, this Agreement, the SEBI ICDR Regulations and other applicable circulars and regulations issued by the SEBI;
- (zz) in accordance with applicable law, ensuring that timely instructions are given to SCSBs to unblock the monies blocked for the Applications (of part thereof), which are unsuccessful, rejected and/or withdrawn;

- (aaa) initiating corporate action for credit of Equity Shares to Allottees and ensuring that correct credit to the Allottees' demat accounts is made in the prescribed time and manner;
- (bbb) To receive the confirmation of credit of the Equity Shares to the demat accounts of the successful Bidders from each of the Depositories and submit the same to the Stock Exchanges and file along with the Company, the Allotment details with the Designated Stock Exchange and confirm that all formalities are completed;
- (ccc) To give instructions to the Depositories to carry out lock-in for the pre- Issu offer e share capital and receive confirmation from the Depositories;
- (ddd) To dispatch letters of Allotment/Allotment Advice, CAN, unblocking intimations and credit of the Equity Shares to the Allottees' respective demat accounts within the time frame indicated in the Issue Documents, subject to certain cases kept in abeyance in consultation with the Company and the LM and assist the Company and the LM in filing of the confirmation of refund dispatch with the Stock Exchanges. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by the SEBI and as included in the Issue Documents;
- (eee) initiating corporate action to Allot Equity Shares to the successful Applicants, including by transfer from the Share Escrow Account, after the approval of Allotment of Equity Shares by the Board of Directors
- (fff) To issue duplicate refund orders after obtaining suitable indemnity bond or confirmation from the Refund Bank that the original is not paid and stop has been noted against the same;
- (ggg) To revalidate refund orders, where permitted;
- (hhh) To carry out due procedures in relation to processing of multiple applications as provided in the Issu offer Documents;
- (iii) To comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company and the LM;
- (jjj) Finalization of various post- offer monitoring reports such as final post- offer monitoring report, along with relevant documents/certificates, in consultation with the post- offer LM and the Company, to be submitted to SEBI within the stipulated time and shall ensure that such reports are based on authentic and valid documentations received from the members of Syndicate and the Bankers to the offer;
- (kkk) To ensure that proper investor grievance handling mechanism is in place at its office during the Bid/ offer Period and after closing of the offer as per applicable regulations and to maintain a complete and accurate record in respect of the grievances dealt with under this mechanism and ensure that such records are maintained for a period of at least three years subject to any commercial agreement with the Company for storage of such records and are made available to the Company at regular intervals.
- (lll) To provide all the data, documents, relevant statements/reports for finalization of the Basis of Allotment, listing and trading, post- offer monitoring reports, etc., within timelines mentioned in the offer Documents, in consultation with the Company and the LM;
- (mmm) To submit relevant documents to the Stock Exchanges for the purpose of obtaining listing approvals;
- (nnn) To settle investor complaints and grievances pertaining to Allotment of shares, refund orders, delay in dispatch of Allotment Advice, refund orders or any investor grievances related to the Registrar's scope of services, complaints, communications received from the SEBI, the Stock Exchanges and other regulatory agencies in a timely manner in accordance with any applicable legislation and any rules, regulations and guidelines issued by SEBI, and provide requisite reports to the Company, the selling shareholders and the LM during the offer Period and after closing of the offer;



- (ooo) To assist the Company, the selling shareholders and LM in providing necessary reports/information and complying with formalities relating to release of security deposit to be placed by the Company with the Designated Stock Exchange;
- (ppp) To coordinate with the Refund Banks for dispatch of refunds whenever the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds;
- (qqq) In accordance with applicable law, ensuring the timely unblocking of funds or in case of Anchor Investors, refund of the monies received from the Applications (or part thereof) which are unsuccessful or rejected (to the extent they are unsuccessful or rejected);
- (rrr) To initiate corporate action to Allot Equity Shares to the successful Bidders after the approval of Allotment of Equity Shares by the Board;
- (sss) To ensure that all steps for completion of necessary formalities for listing and commencement of trading of the Equity Shares at all the Stock Exchanges where the Equity Shares are proposed to be listed, are taken within three Working Days from the date of closure of the offer or within such timeline as prescribed by SEBI;
- (ttt) To ensure that the Offered Shares are transferred to the Share Escrow Account in accordance with the Share Escrow Agreement;
- (uuu) To ensure timely deposit of the Equity Shares in the Share Escrow Account and to ensure that the transfer of the Offered Shares from the Selling Shareholders to the successful Bidders is undertaken in a timely manner;
- (vvv) To consolidate the list of subscriptions received through the underwriters to the offer and evaluating their performance and to prepare statement of selling commission payable, if any, and arrange for their dispatch;
- (www) To provide data to assist the Company and the LM in publishing Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading in all newspapers where the pre- offer, offer Opening/Closing advertisements have appeared earlier;
- (xxx) To provide weekly reports to the Company and the LM on the status of Equity Shares held in the Demat share escrow account and status of redressal of investor complaints received in the format specified by the Company and the Lead Manager;
- (yyy) To capture data from the electronic Bid data files for the purpose of payment of brokerage/processing fees and preparation of schedule of brokerage payable to the Lead Manager and the Designated Intermediaries based on the terminal from which the Bid has been uploaded.
- (zzz) To provide detailed statements for payment of brokerage, including providing within two Working Days, the commission/processing fees payable to the Designated Intermediaries. The payment to Registered Brokers shall be made in accordance with SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012 and as disclosed in the offer Documents. The payment to CDPs and RTAs shall be made in accordance with SEBI circular CIR/CFD/POLICYCELL/ 11/2015 dated November 10, 2015 and as disclosed in the offer Documents. The quantum of commission payable shall be determined on the basis of the applications which have been considered eligible for the purpose of Allotment, in accordance with applicable law;
- (aaaa) Where the Registrar is required to liaise with third parties for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within the prescribed timelines so that there is no delay in completing the Assignment within the prescribed timelines;
- (bbbb) To provide assistance to the Company, the selling shareholders and the Lead Manager in all other work incidental to or connected with processing of electronic Bids, applications for offer/ refund to Anchor Investors/ Allotment/ investor services/ listing permission/ trading permission/ connectivity with the Depositories; and

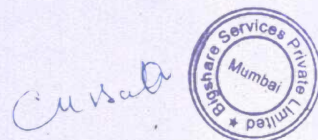


(cccc) To provide in a timely manner all accurate information to be provided by it under this Agreement.

9. In connection with the Offer, the Registrar shall maintain accurately and with reasonable care, without limitation, the following records for a minimum period of three years from the date of listing and commencement of trading of the Equity Shares, subject to commercial agreement with the Company. The Registrar shall provide the Company or any of their assigns any report that is required by them using the records specified below in a timely manner:
- (a) all Application forms received from Applicants in relation to the Offer and final Application file received from the Stock Exchanges and data received from Banker's to the Offer including but not limited to the Bank Schedule, Final Certificate and schedule relating to the amount blocked by SCSBs in the ASBA Account;
 - (b) final Application file received from the Stock Exchanges;
 - (c) all the electronic records obtained, received from all Designated Intermediaries, including Applications taken from the online Application system of the Stock Exchanges and the Designated Intermediaries;
 - (d) particulars relating to rejected Applications in the electronic file which did not get validated for the DP ID, Client ID or PAN with the Depositories' database;
 - (e) demographic data of the Applicants obtained from the Depositories
 - (f) Particulars relating to all the rejected Applications in the electronic file which do not get validated for the DP ID/Client ID and/or PAN with the Depositories database;
 - (g) Basis of Allotment of Equity Shares to the Applicants as finalized by the Company in consultation with the Designated Stock Exchange, along with relevant annexures and details;
 - (h) Terms and conditions of the Equity Shares;
 - (i) List of names of successful and unsuccessful Bidders of the Equity Shares, including successful ASBA bidders and unsuccessful ASBA bidders;
 - (j) Records pertaining to ASBAs taken from the electronic bidding system of the Stock Exchange(s) and ASBAs furnished by SCSBs, the Syndicate and the Registered Brokers in respect of the offer;
 - (k) Particulars relating to the allocation and Allotment of the Equity Shares against valid ASBAs;
 - (l) Particulars relating to monies to be transferred to the public issue account and refunds to be made to Bidders;
 - (m) Particulars relating to the monies to be transferred to the Company against valid ASBAs;
 - (n) Details of multiple Bids submitted by ASBA bidders (determined on the basis of common PAN) and rejected by the Registrar;
 - (o) Refund orders dispatched to Bidders in respect of application monies received from them in response to the Issue revalidation and issue of duplicate refund orders;
 - (p) reconciliation of the compiled data received from the Stock Exchange(s) with the details of collections/blocked amount received from the SCSBs, LM and the Bankers to the offer and match the same with the Depositories' database for correctness of DP ID, Client ID and PAN;
 - (q) Reconciliation between funds deposited in the Escrow Collection Banks (in respect of anchor/underwriter) or any of their correspondent banks and total of amounts stated in Application Forms received in the offer;
 - (r) Details of files in case of refunds to be sent by electronic mode, such as NECS/NEFT/RTGS etc.;
 - (s) details of the demand drafts issued, if any;



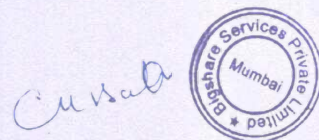
- (t) Records of correspondence in respect of investor complaints, grievances or queries;
 - (u) Records of investor communication, including withdrawal requests, and communication for verifying DP ID details;
 - (v) Records of returned mail showing details of contents of the letter details of refund orders, date of dispatch, date of return and reasons for being returned; if any
 - (w) Record of pre-printed issue stationary like allotment advice showing details of such stationary received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;
 - (x) Complaint register containing details of the date of receipt of complaints, particulars of complainant, nature of complaint, date of disposal and manner in which disposed of. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly; and
 - (y) Such other records as may be specified by SEBI, the Company, the SCSBs and/or the LM for carrying on the activities as Registrar to an offer.
10. The Registrar shall not, and shall assure that its officers, employees and agents shall not, either before or after the termination of its appointment hereunder, divulge to any third party any confidential information about the Company or the demographic details given by/of the Applicants or the Offer, which come to its knowledge in its capacity as Registrar to the Offer.
11. The Registrar shall provide accurately and in a timely manner all information to be provided by it under this Agreement, to ensure proper Allotment and transfer of the Equity Shares, dispatch of instructions to SCSBs to unblock the bank accounts of the respective ASBA Applicants pursuant to approval of the Basis of Allotment by the Designated Stock Exchange. The Registrar shall be responsible for the correctness and validity of the information relating to any unblocking of funds required to be made that has been provided by the Registrar to the SCSBs, as the case may be.
12. The Registrar shall be responsible for the correctness and validity of the information furnished by it and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.
13. The Registrar shall ensure that:
- (a) investors shall be sent first response within three Working Days after receipt of complaint;
 - (b) the enquiries/ complaints from Applicants, including ASBA Applicants are dealt with adequately and in a timely manner in accordance with applicable law;
 - (c) uniform procedure is followed for processing all Application forms;
 - (d) the Registrar has a proper system to track, address and redress investor complaints;
 - (e) adequate steps are taken for proper Allotment and credit of Equity Shares and Unblocking of application monies without delay and as per applicable law;
 - (f) it shall provide status update at a periodic interval to the LM and the Company;
 - (g) for the electronic applications which are rejected as invalid because of DP ID Client ID or PAN particulars captured by the Designated Intermediaries, capture the name and address as and when received from the SCSBs and the;
 - (h) Necessary rejection data is being shared to SCSBs for unblocking.
 - (i) the information furnished to the Designated Intermediaries in discharging its responsibility is correct and valid; and;



- (j) the information furnished to the Designated Intermediaries in discharging their responsibility under the ASBA process is correct and valid; and
 - (k) it maintains an insider list in accordance with the directions of the Company.
14. The Registrar undertakes that it shall not generally and particularly in respect of any dealings in the Equity Shares, be party to:
- (a) creation of false market;
 - (b) price rigging or manipulation;
 - (c) passing of unpublished price sensitive information to any third party, including without limitation, brokers, members of the Stock Exchanges and other intermediaries in the securities market or taking of any other action which is not in the interest of the investors;
 - (d) neither it nor any of its directors, partners or managers having the management of the whole or substantially the whole of the affairs of their business shall either on their respective accounts or through their associates or family members, relatives or friends, indulge in any insider trading; and
 - (e) neither it nor any of its directors, officer 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.
15. The Registrar represents and warrants to the Parties to this Agreement that:
- (a) it is knowledgeable about anti-bribery laws applicable to the performance of this Agreement and will comply with such laws;
 - (b) it has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other person, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant anti-bribery laws;
 - (c) it will immediately notify the Company if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph;
 - (d) it will ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged; and
 - (e) it will maintain adequate internal controls and procedures to ensure compliance with anti-bribery laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in their books and records, keeping such books and records available for audit for six years following termination of this Agreement.
16. Immediately on receiving instructions from the Company, the Registrar shall dispatch all refund orders within the period specified in the Offer Documents. The post-Offer stationery including CAN orders, letters of allocation and allocation advice, shall be kept ready and handed over to the Registrar by the Company within one Working Day from the date of closure of Offer. The Company will arrange to obtain prior approval for the post-Offer stationery from the Stock Exchanges. If the Company, as the case may be, is liable to pay interest due to delay in unblocking the amount, where such a delay is attributable solely to the Registrar's failure to provide instructions to the SCSBs to unblock the bank accounts of the respective Applicants within the period stated in the Offer Documents on

receiving the instruction to do so from the Company, the Registrar shall be liable to indemnify the Company for the cost incurred by the Company in paying the interest as per the applicable law. If the Company and/or the LM are made liable for compensation/damages for delay in credit of shares to investors accounts, where such delay is attributable to the Registrar's failure to credit the shares within the stipulated time/reasonable time/time mentioned in the Offer Documents, rules, regulations and circulars issued by SEBI or in case of any failure or part of the Registrar to undertake such actions as may be required in connection with the Assignment and as set out in this Agreement, the Registrar shall be liable to indemnify the Company and/or the LM for such compensation/damage, loss, claim, liability, costs etc. incurred by the Company and/or the LM, as the case may be.

17. To coordinate with the Refund Banks for dispatch of refunds if any wherever the refund sent through electronic modes have bounced. In case of refunds through electronic means like NECS, NEFT, Direct Credit or RTGS etc., the Registrar shall be solely responsible to pick up the relevant details from the Application Form or depository(ies) and provide the Refund Bank(s) with the requisite details and files.
18. In case of Employee Reservation, Equity Shares within the Employee Reservation Portion shall be allotted to persons identified in the list provided by the authorised representative of the Company certifying that such persons are bona fide employees of the Company or its holding company, subsidiary companies or any material associate company of the Company who are Eligible Employees as defined in the Offer Documents, as per the procedure specified in the Offer Documents.
19. The Allottees' demat accounts, the Registrar will not hand over any Application form or other documents or records pertaining to the Offer to any other person (except to the LM and the Stock Exchanges, subject to the Registrar having provided prior written notice of such disclosure to the Company). The Company agrees that it 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 prior written consent of the Company, as the case maybe.
20. The Registrar will handle the Assignment from its office at Office No S6-2, 6th Floor, Pinnacle Business Park Next to Ahura Centre, Mahakali Caves Road, Andheri (East) Mumbai- 400 093, Maharashtra, India. Which has been declared to SEBI and approved by it for carrying on its activities. This office address shall be printed in all relevant stationery pertaining to the Offer.
21. The Offer stationery including certificates, letters of Allotment and, Allotment/Allocation Advice shall be kept ready and handed over to the Registrar by the Company within three days from the date on which Registrar specifies the quantum of Offer stationery required to be printed and the Company shall be responsible for any delay on this account. The Company will arrange to obtain prior approval for the Offer stationery from the Stock Exchange.
22. The Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of Allotment Letters/ Allotment/ Allocation Advice, etc., within two Working Days from the date of closure of the Offer. On closure of the Offer period, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar should maintain a proper account of the amount spent by it on behalf of the Company. The Registrar agrees to return the excess funds to the Company in case the amount on actuals is less than the estimated account.
23. 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. The Company shall also extend necessary help to the Registrar in such matters.
24. 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 LM.
25. The Registrar will finalize various post- offer monitoring reports such as the three-day report, the final post- offer monitoring report, along with relevant documents/certificates, in consultation with the post- offer LM and the Company, to be submitted to the SEBI within the stipulated time.



26. The Registrar shall act as a nodal agency for redressing complaints of Applicants, including providing guidance to Applicants regarding approaching the concerned Designated Intermediary.
27. The Registrar shall extend all necessary support to the Company, the LM, the SCSBs, the Registered Broker and the Syndicate as may be required for the smooth and speedy functioning of the ASBA process.
28. The Company agrees and acknowledges that the Registrar may request physical Application forms directly from the Syndicate, SCSBs and the Registered Brokers in the event of exceptional circumstances such as discrepancy or invalidity in relation to PAN, DP ID or Client ID and investor complaints/grievances.
29. The Registrar and the Company agree that the fees and charges payable to the Registrar for handling the Assignment shall be as specified in **Schedule III** hereunder written, and after deducting all taxes, duties and levies as per applicable law.
30. The Registrar shall provide such information and data as required by the LM with intimation to the Company and the selling shareholder and provide certificates as may be reasonably requested by the Lead Manager, including at the stage of closure of the offer, rejection of Bids, etc.
31. the Selling Shareholders and the Company may take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omission etc. In the event, there is any loss incurred by the Company for the acts mentioned herein which acts have been committed by the Registrar. Notwithstanding the forgoing, the Registrar shall indemnify the Company for such loss.
32. In the event of a complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious, sustained, political or industrial disturbance or in any other event caused by *force majeure*, any of the Parties may terminate this Agreement. However, prior to exercising the option to terminate, the Parties shall need to mutually decide on the future course of action and if they fail to arrive at a mutually agreeable course of action within 15 working days from the date on which the event of force majeure occurs, then any of the Parties shall be entitled to terminate this Agreement by giving 15 working days' notice to the other Party of its intention to so terminate this Agreement. However, the Registrar shall continue to be responsible for the work till termination of the contract. Additionally, the Company and the selling shareholders shall be entitled to terminate this Agreement immediately in the event of (i) a cancellation or suspension of the Registrar's certificate of registration by SEBI or (ii) in case the SEBI debars the Registrar from carrying on its activities or (iii) the Registrar is in any way prohibited, either by an order of a competent court or in any other manner, from carrying on registrar and share transfer agent activities. In the event the Company in consultation with the LM decides not to proceed with the offer, this Agreement shall stand terminated, pursuant to a written notice from the Company to the Registrar, and the Registrar would be paid by the Company only to the extent of services rendered by it till such termination in proportion to the number of Equity Shares offered by them in the offer.
33. In the event the Company and the selling shareholders in consultation with the LM decide not to proceed with the offer this Agreement shall stand terminated and the Registrar would be paid only to the extent of services rendered by it until such termination. Further, the Company may terminate this Agreement with or without cause, upon giving thirty days' notice to the Registrar of its intention to so terminate the Agreement and the Registrar would be paid only to the extent of services rendered by it until such termination; provided however, that the reasons for such termination shall be disclosed to the Registrar by the Company and the Selling Shareholders in writing.
34. If ever this Agreement is terminated then it shall be the duty of the Registrar to extend all such support as may be required by the Company or their newly appointed Registrar to the offer towards taking over duties and responsibilities as the registrar to the offer. Should this Agreement be terminated, the Registrar shall be entitled to only such expenses as are actually incurred till the date of such termination. However, the Registrar shall continue to be responsible for the Assignment till the termination of this Agreement.
35. The Registrar shall redress complaints of all the Bidders including ASBA Bidders within 7 days of receipt of the complaint during the currency of this Agreement and, shall continue to do so during the period it is required to maintain records under the RTA Regulations, and the Company shall extend necessary cooperation to the Registrar for its complying with the said Regulations. The Registrar shall provide a status report of investor complaints and grievances on a fortnightly basis to the Company. Similar status reports should also be provided to the Company as and when required by the Company.



36. The Registrar's responsibility under Agreement will be restricted to the duties of the Registrar as agreed to herein, and the Registrar will not be in any way construed to be an agent of the Company in its any other business in any manner whatsoever.
37. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default/error in the services rendered by the Registrar, the Registrar shall ensure that the Registrar at its own cost, take all measures to rectify such defaults and the Registrar shall be directly responsible to and shall indemnify and keep indemnified the Company, their directors, officers, employees and agents for any liability arising out of such error or failure to deliver the services contemplated in this Agreement. The Company shall be entitled to terminate the Agreement immediately, if the Registrar is unable to rectify such defaults within period of 2 days of receipt of written notice of such breach by the Company. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then they shall within three working days upon being instructed by the Company, transfer all the documents in their possession including shares, to any other registrar/depositary as instructed by the Company.
38. The Registrar shall, at all times, act with due diligence, care and skill while discharging the Assignment. The Registrar shall indemnify and keep indemnified and hold harmless the LM and the Company and its directors, officers, employees and successors and their respective agents, affiliates and advisors from and against all suits, claims, actions, losses and demands which may be made or commenced against the Company by any Bidders (including ASBA Bidders) for or holder of the Equity Shares issued or other third party against the Company as a consequence of any act or omission of or any failure or deficiency or error on the part of the Registrar or any of its officers, employees or agents in performing the Assignment and services hereunder. Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified and hold harmless the LM and the Company, its directors, officers, employees and agents for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services. The Registrar shall further indemnify and refund all costs incurred by the Company, its affiliates and each of its directors, officers, employees, agents and successors in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory or regulatory authority or a court of law.
39. The Registrar may have to provide certain information regarding the Applicants including ASBA bidders as may be required under any legislation or regulation, regarding the applicants to certain statutory and regulatory authorities including, without limitation, income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement.
40. The Company will bear expenses for legal action, which have taken for no lapse on the part of the Registrar but for any eventuality which arised in connection with the offer.
41. Any notice, communication or documents may be given by personal delivery or registered post. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given if given by personal delivery when so delivered at the address of such Party, if given by registered/speed post on expiration of three working days after the notice etc. shall have been delivered to the post office for onward dispatch.
42. All notices to the parties shall be address as under:

To the Company:

FAITH INDUSTRIES LIMITED
CIN: U51909GJ1995PLC024823
Address: 701, Shapth 1S G Road,
Ahmedabad, Gujarat, India-380015

Kind Attn: Kankariya Karan Virendra
Designation: Chairman and Managing Director
Tel: +91 7874030500
E-mail: investor@faithind.com



To the Registrar:

Bigshare Services Private Limited

CIN: U99999MH1994PTC076534

Kind Attn: Mr. Babu Rapheal C

Designation: Dy. General Manager

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

Next to Ahura Centre, Mahakali Caves Road

Andheri (East), Mumbai – 400 093

Tel: +91 22- 62638200

E-mail: ipo@bigshareonline.com

Selling Shareholders:

Name : Fine Investment Private Limited

Address: Bunglow No.3, Sector-7, Kalhaar Bunglow Rancharda Road, Shilaj, Ahmedabad-382721, Gujarat, India.

Name : Kankaria Holdings Private Limited

Address: 701, Shapath - 1, Opp. Rajpath Club, S. G. Highway, Ahmedabad- 380015, Gujarat, India.

Name: Premraj Kankariya HUF

Address: 701, Shapath-1, Opp. Rajpath club, SG Highway, Bodakdev, Ahmedabad-380015, 11-Gujarat, India.

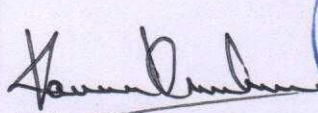
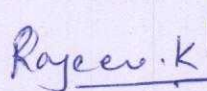
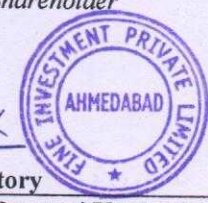
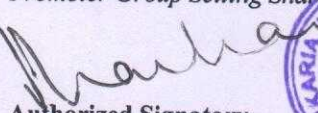
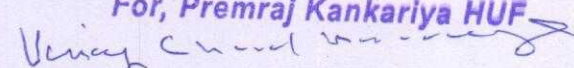
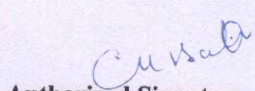
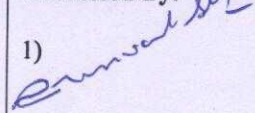
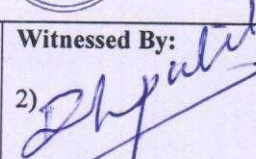
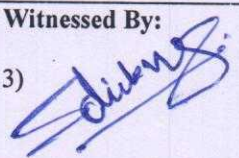
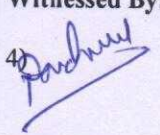
43. Any change in the above shall be intimated by the Party concerned to the other Party and such change shall be effective five business days thereafter or such later date as may be specified by the Party whose address/contact details are changed.
44. The Parties agree that non-compliance of any of the covenants contained herein by either Party shall be reported to SEBI within seven days by the other Party and shall also be reported to the LM immediately.
45. In the event of a breach by any Party, the defaulting Party shall have the right to cure such breach within a period of 10 days of receipt of written notice of such breach by the non-defaulting Party.
46. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) if any dispute, difference or claim arises between the Parties hereto in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within 15 days after commencement of discussions, then any Party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators (one to be appointed by the Registrar, one by the Company and one jointly by the appointed arbitrators). All proceedings in any such Arbitration shall be conducted under The Arbitration and Conciliation Act, 1996 or any re-enactment thereof and shall be conducted in English. The Arbitration shall take place in Mumbai. The Parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final and binding on the parties.
47. Subject to the above Clause 44 all disputes, if any arising out of the Assignment shall be subject to the courts having jurisdiction in Mumbai. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws rules.
48. The Registrar shall act in accordance with and execute all the instructions communicated to it by the Company and the LM.
49. No Party shall be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Party (provided that such consent shall not be unreasonably withheld or delayed).
50. Unless terminated earlier in accordance with its terms, this Agreement shall be valid until the expiry of one year from the date of closing of the offer, provided that Clauses 9, 13, 14, 15, 35, 36, 37, 38, 40, 41, 42, 43 and this clause 46 shall survive the termination of this Agreement. On expiry or termination of this Agreement, all



documents and other information and data which are in the possession or custody of the Registrar shall be handed over to the Company.

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

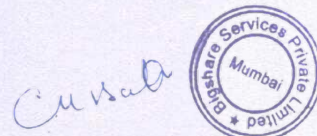
IN WITNESS THEREOF the parties hereto have set their hands hereunto on the day and year hereinabove written.

For and on behalf FAITH INDUSTRIES LIMITED   Authorized Signatory		For and on behalf Fine Investment Private Limited Promoter Selling Shareholder   Authorized Signatory		
For and on behalf Kankaria Holdings Private Limited Promoter Group Selling Shareholder   Authorized Signatory		For and on behalf Premraj Kankariya HUF Public Selling Shareholder For, Premraj Kankariya HUF  Authorized Signatory KARTA		
For and on behalf of BIGSHARE SERVICES PVT LTD   Authorized Signatory				
Witnessed By: 1) 	Witnessed By: 2) 	Witnessed By: 3) 	Witnessed By: 4) 	Witnessed By: 5)

SCHEDULE I

CERTIFICATE OF REGISTRATION

निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता	प्रारूप 8 FORM 8	REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS
भारतीय प्रतिभूति और विनियम बोर्ड SECURITIES AND EXCHANGE BOARD OF INDIA		
[निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता] विनियम, 1993 (Registrars to an issue and Share transfer agents) Regulations, 1993		
001343	(विनियम 8) (Regulation 8)	Regulation 8A
रजिस्ट्रीकरण का प्रमाणपत्र CERTIFICATE OF REGISTRATION		PERMANENT REGISTRATION
I. बोर्ड, भारतीय प्रतिभूति और विनियम अधिनियम, 1992 के अधीन बनाये गए नियमों और विनियमों के साथ पठित उस अधिनियम की धारा 12 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए प्रवर्ग-I में निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता/प्रवर्ग-II में निर्गम-रजिस्ट्रार/शेयर अंतरण अभिकर्ता के रूप में I. In exercise of the powers conferred by sub-section (1) of section 12 of the Securities and Exchange Board of India Act, 1992 read with the rules and regulations made thereunder, the Board hereby grants a certificate of registration to		
BIGSHARE SERVICES PVT LTD E/2-3, ANSA INDUSTRIAL ESTATE SAKI - VIHAR ROAD, SAKINAKA ANDHERI (E), MUMBAI-400 072		
को नियमों की शर्तों के अधीन 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 II. Registration Code for the registrar to an issue and share transfer agent is INR000001385		
This certificate of registration shall be valid for permanent, unless suspended or cancelled by the Board.		
III. जब तक नवीकृत न किया जाए रजिस्ट्रीकरण प्रमाणपत्र तक विधिमान्य है। III. Unless renewed, the certificate of registration is valid from		
स्थान Place MUMBAI तारीख Date APRIL 09, 2013 *जो लागू न हो उसे काट दें। *Delete whichever is not applicable		आदेश से भारतीय प्रतिभूति और विनियम बोर्ड के लिए और उसकी ओर से By order For and on behalf of Securities and Exchange Board of India <i>K. Saravanan</i> K. SARAVANAN प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory



SCHEDULE II

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

Sr. No.	Activity	Party Responsible
I.	PRE-OFFER WORK	
1.	Design of Application Form, bank schedule, pre-printed stationery, in conformity with applicable law	LM/Registrar
2.	Preparing and issuing detailed instructions on the procedure to be followed by the Designated Intermediaries and application as per information provided on the websites of the stock exchanges	Registrar
3.	Placing of orders for and procuring pre-printed stationery	Company
II.	OFFER WORK	
4.	Obtaining the electronic application data from the Stock Exchanges	Registrar
5.a b. c.	Collection of final certificate and schedule pages from nodal branches of SCSBs Collection of Application Forms from the Designated Intermediaries Processing all Application Forms in respect of the Offer	Registrar
6.	On closure of the Offer, collecting application files from the Stock Exchanges and validating the DP ID, Client ID and PAN with the Depositories' database	Registrar
7.	Informing the Stock Exchanges/SEBI and providing necessary certificates to Lead Manager on closure of the Offer	Company/Registrar
8.	Preparing Underwriter statement in the event of under subscription and seeking extension from Stock Exchange for processing	Registrar/Company
9	Sending the electronic applicant file with certain fields like application number and amount or any other additional fields as maybe required by the SCSBs to all the SCSBs to facilitate validation of Application forms for Applicants entered in the Stock Exchanges	Registrar
10.	Reconciliation of number of forms, Equity Shares applied for and money blocked with final certificate received from the SCSBs	Registrar
11.	Reconciliation of compiled data received from Stock Exchange(s) in respect of Application forms	Registrar
12.	Matching the reconciled data with the Depositories; database for correctness of DP ID, Client ID and PAN quoted in the Application downloaded from the Stock Exchanges	Registrar
13.	Reject all forma in the electronic file which do not get validated for the DP ID/Client ID and/or PAN with the Depositories' database	Registrar
14	Reconciliation on a regular basis of the data in the Application registered on the online IPO system of stock exchanges with SCSB data	Registrar
15.	Matching with data/reconciliation with Bank Schedules and the final certificate	Registrar
16.	Uploading of beneficiary account details to depositories	Registrar
17.	Matching with depository details	Registrar
18.	Identify and reject Applications with technical faults and multiple Applications with reference to applicable law and procedure; prepare the list of technical rejection cases including rejected Applications based on mismatch between electronic Application details and Depositories' database	Registrar / LM/ Company/

Sr. No.	Activity	Party Responsible
19.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the Designated Stock Exchange	Registrar
20.	Keeping a proper record of applications and monies blocked from the Applicants and paid to the Company/SCSBs/Bankers to the Offer	Registrar
21.	Finalizing Basis of Allotment after approval of the Designated Stock Exchange	Company/Registrar
22.	Preparation of fund transfer schedule based on the approved Basis of Allotment	Registrar
23.	Assisting the company in Instructing the Depository to carry on the lock-in for pre-Offer capital	Registrar
24.	Preparation of list of Allotted entitled to be allocated Equity Shares	Registrar
25.	Preparing a statement of Applications rejected, separately for QIBs, Non-Institutional Applicants and Retail Individual Applicants, along with reasons for rejection of the Applications	Registrar
26.	Allotment of Equity Shares on the basis of formula devised by Stock Exchange	Company/Registrar
27.	Once Basis of Allotment is approved by Designated Stock Exchange, the Registrar shall provide the following details to the Controlling Branches (CB) of each SCSB, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Company's account with in the timelines specified in the ASBA process: (i) Number of shares to be allotted against each valid ASBA application (ii) Amount to be transferred from relevant bank account to the Company's Public Offer Account, for each valid ASBA (iii) The date by which the funds referred in sub-para (ii) above, shall be transferred to the Company's account. (iv) Details of rejected ASBAs, if any, along with the reasons for rejections and details of withdrawn/unsuccessful ASBAs, if any, to enable SCSBs to unblock the respective bank accounts.	Registrar
28.	Instructions to SCSBs for Annexure IV and follow up	Registrar
29.	Assisting in obtaining certificate from auditor's/practicing company secretary that the Allotment has been made as per the approved Basis of Allotment	Company/Registrar
30.	Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by the Designated Stock Exchange for applicable categories	Registrar
31.	Preparation of allotment register-cum-return statement, index register	Registrar
32.	Credit to respective demat accounts in the time specified in the Draft Prospectus and as prescribed by SEBI	Registrar
33.	Preparation of list of Registered Brokers, SCSBs, SEBI registered RTAs and DPs authorized to accept and application as per information provided on the websites of the Stock Exchanges, to which brokerage is to be paid including brokerage for applications through the E-IPO mechanism	Registrar
34.	Printing of distribution schedule for submission to the Stock Exchanges where listing is being done.	Registrar
35.	Overprinting of Allotment Advice	Registrar
36.	Mailing of documents by registered post wherever required	Registrar
37.	Binding of application forms, application schedule and computer outputs	Registrar

Sr. No.	Activity	Party Responsible
38.	Payment of consolidated stamp duty or procuring and affixing stamps of appropriate value	Company
39.	Dispatch of CANs and Allotment Advice within the timeframe specified in Offer Documents and applicable law	Registrar
40.	To ensure that Equity Shares are Allotted only to permitted categories of investors	Registrar
41.	To ensure that Equity Shares are Allotted to persons and entities in accordance with the provisions of the Draft Prospectus, and the Prospectus	Registrar/Company
42.	To ensure settlement of all investor complaints	Registrar/Company
43.	Publishing the Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in all newspapers where the Offer opening/closing advertisements have appeared earlier	Registrar/Company
44.	Providing all relevant reports for listing, trading of Equity Shares, within the timelines mentioned in the Offer Documents, in consultation with the Company and the LM	Registrar
45.	Providing information for Form FC-GPR/FC-TRS, other forms for filing with Reserve Bank of India/relevant authorities in relation to allotment of shares/receipt of funds from NRIs, FIIs, non-residents etc.	Registrar
46.	Finalizing various post-Offer monitoring reports, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/LM	Registrar
47.	Establishing proper grievance redressal mechanism during the Offer period and after the closure of the Offer, as per the Offer Documents	Registrar/Company
48.	Calculation of commission payable to the Registered Brokers, SCSBs, SEBI registered RTAs and DPs authorized to accept Applications as per information provided on the websites of the Stock Exchanges and providing details of such commission to the Company and the LM	Registrar

Cusala



SCHEDULE III

Fees Payable to the Registrar

The following is our fee structure for all the activities in a Fix Price Offer offer proposal:

Sr. No	Particulars	Unit	Rates
1	Processing Fees		
2	Validating application data with depositories		
3	Preparation of files to ASBA banks for blocking/ unblocking of investors account		
4	Recon between bid files & amount blocked by ASBA Banks		
5	Basis of Allotment		
6	Fees payable for coordination, collection of applications and schedules, Provisional and Final Certificates from the SCSB Banks for both Direct/Syndicate ASBA applications/bids		
6	Assisting the Company in Listing		
7	Servicing of Investor, Hosting Investor Allotment / non allotment information on BSPL Website		
8	Email Intimation for unblocking/allotment		Rs.60,000/-
9	SMS intimation as per latest SEBI circular dated April 20, 2022		Rs. 0.50 per email
10	Out-of-pocket Expenses		Rs. 0.50 per SMS
			As Per Schedule A

SCHEDULE A: Charges below will be based on Actuals

1. Postal rates at current rates are:

For allotment intimation through Inland Letter @ Rs 2.5 per article overprinting cost Re 1.00 per inland letter. Mailing & labour charges would be Re. 2.00 per article subjected minimum of Rs. 5,000.00.

2.Travel/Conveyance/Courier/Telecommunication/ Stationery/Consumable expenses/ NSDL & CDSL charges towards download of demographical details of applicants, Corporate action of Lock in, Credit of Shares, DP charges for Escrow account for OFS and Audit Fees (if applicable), etc. will be paid directly to respective entities by the Issuer.

B. Payment Terms

1. An amount of Rs. 15,000/- should be paid to the Registrar as advance after signing of this Agreement.

2. The balance fees and reimbursable expenses in addition to the amount payable towards postage and stamp duty, after deducting the advance paid at the time of appointment, immediately after approval of Basis of Allotment by the Designated Stock Exchange.

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

