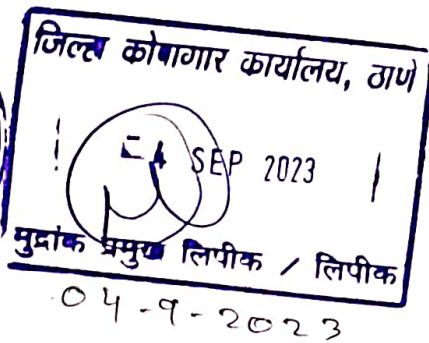


महाराष्ट्र MAHARASHTRA

2023

CB 522113



REGISTRAR AGREEMENT

This Registrar Agreement (the "AGREEMENT") is made at Mumbai on this 12th day of September 2023.

BETWEEN

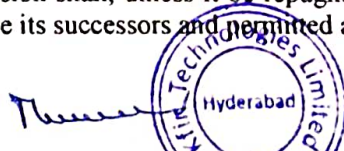
FFIN TECHNOLOGIES LIMITED, a company within the meaning of the Companies Act, 1956, as amended and having its registered office at Selenium Tower B, Plot 31 & 32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad 500032, Telangana (hereinafter referred to as the "Registrar", or "Registrar to the Offer" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **FIRST PART**;

And

BRISK TECHNOVISION LIMITED, a company incorporated under the Companies Act, 1956, as amended and having its registered office at 135, Damji Shamji Industrial Premises CHS Ltd, L. B. S. Road, Vikhroli (West), Mumbai 400083, Maharashtra, 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 **SECOND PART**; and



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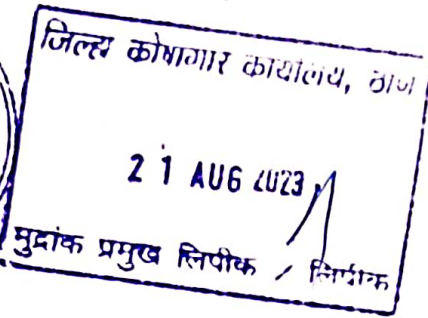




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2023

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And

PROMOTER SELLING SHAREHOLDERS, as set out in Schedule III of this Agreement (hereinafter referred to individually as "**Selling Shareholder**" and collectively as the "**Selling Shareholders**", which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, administrators and permitted assigns), of the **THIRD PART**.

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

And

PROMOTER SELLING SHAREHOLDERS, as set out in Schedule III of this Agreement (hereinafter referred to individually as "**Selling Shareholder**" and collectively as the "**Selling Shareholders**", which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, administrators and permitted assigns), of the **THIRD PART**.

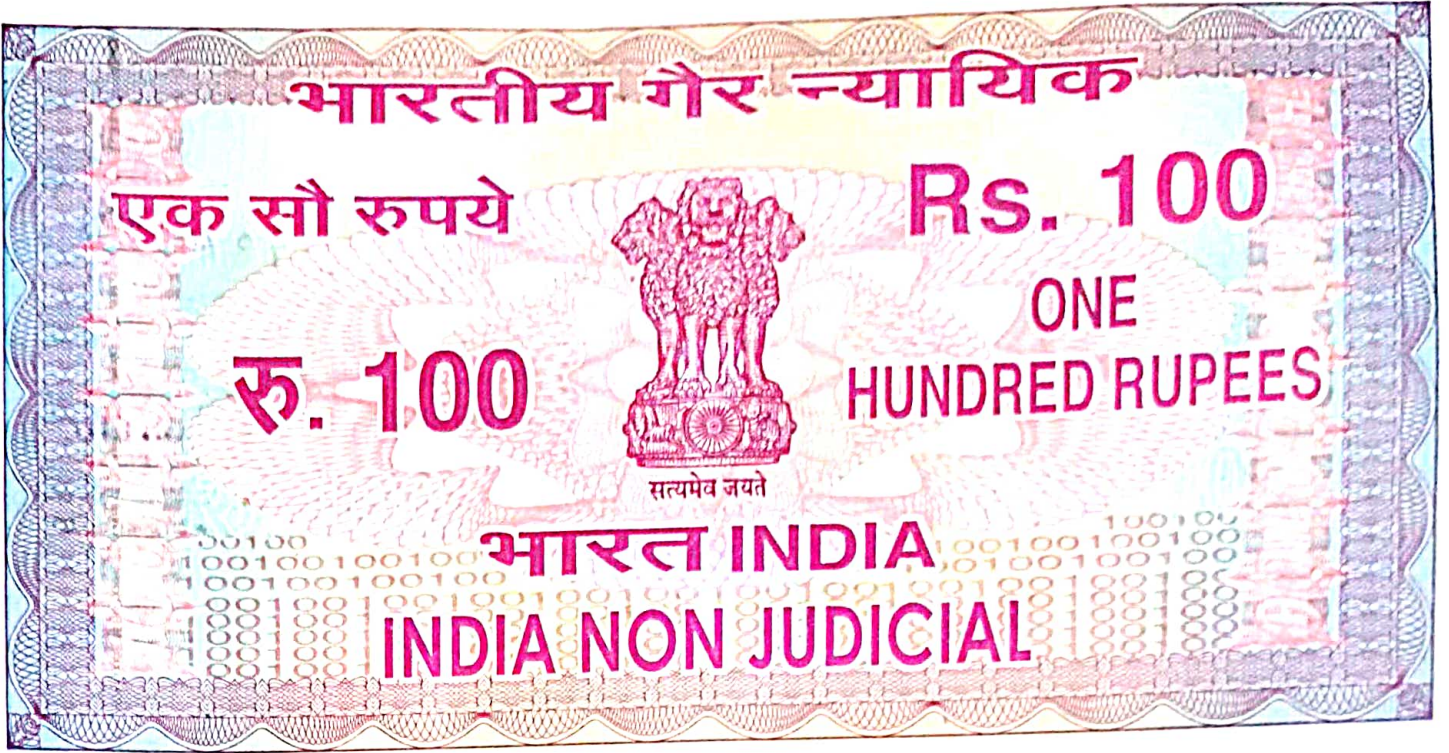
The Registrar, the Company and the Selling Shareholders are hereinafter individually referred to as a "**Party**" and collectively as "**Parties**".



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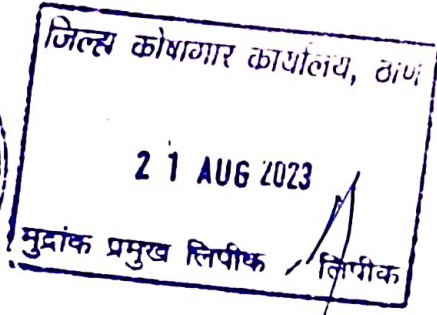
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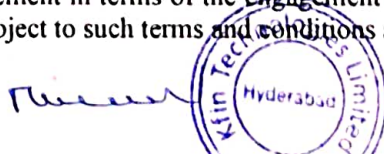
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WHEREAS

1. The Company and the Selling Shareholders are propose to undertake an initial public offering of 8,00,000 equity shares ("Offered Shares") of face value of ₹10 each of the Company ("Equity Shares") at a price to be determined in consultation with the lead manager appointed in respect of the Offer (the "Offer") by the Promoter Selling Shareholders to be offered to the public through the fixed price issue, as prescribed under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("ICDR Regulations") and in accordance with the requirements of the Companies Act, the ICDR Regulations and other applicable laws and as agreed to by the Selling Shareholders and the Company, in consultation with the Lead Manager;
2. The Board of Directors of the Company (the "Board of Directors"), pursuant to a resolution dated August 22, 2023 have authorized and approved the Offer. Further, the shareholders of the Company, pursuant to a special resolution dated August 24, 2023 have authorized and approved the Offer in accordance with Section 62(1)(c) of the Companies Act;
3. Each of the Selling Shareholders have, severally and not jointly (and not jointly and severally), consented to participate in the Offer in accordance with the terms agreed to in their respective consent letters/authorisation letters provided with the consent letters, details of which are set out in the Schedule III;
4. The Company and the Selling Shareholders have appointed the LM to manage the Offer. The LM has accepted its engagement in terms of the engagement letter dated June 11, 2023 (the "Engagement Letter"), subject to such terms and conditions as agreed with them;



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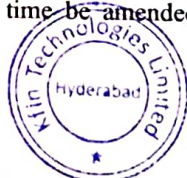
5. The Company and the Selling Shareholders have approached the Registrar to act as the registrar to the Offer in accordance with the terms and conditions detailed in this Agreement and in the manner as required under various rules and regulations as applicable, passed by the Securities and Exchange Board of India ("SEBI") as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended (the "SEBI Act");
6. The Registrar is an entity registered with the SEBI under the Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the "SEBI RTA Regulations") having a valid and subsisting registration number INR000000221 to act as the Registrar to the Offer (the activities pertaining to the Registrar to the Offer are hereinafter collectively referred to as the "Assignment") and include all responsibilities required to be discharged by the Registrar to the Offer, including those prescribed by SEBI, and the Registrar has accepted the Assignment as per the terms and conditions detailed in this Agreement. The Board of Directors by their resolution dated June 28, 2023 approved the appointment of **KFin Technologies Limited** as the Registrar to the Offer.
7. In terms of Regulation 9A (1) (b) of the SEBI RTA Regulations, the Registrar is required to enter into a valid and legally binding agreement with the Company and the Selling Shareholders for the Assignment *inter alia* to define the allocation of duties and responsibilities between the Parties and in pursuance of the same, the Parties have entered into the Agreement.
8. In accordance with the SEBI ICDR Regulations, the ASBA process is mandatory for all investors Bidding/applying in the Offer (except Anchor Investors who may not Bid through the ASBA mechanism). Retail Individual Investors Bidding/applying in the Offer may also participate through the unified payment interface ("UPI") process, in accordance with, and based on the timeline and conditions prescribed under the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019 and SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021 and SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 09, 2023 and any subsequent circulars or notifications issued by SEBI in this regard (collectively, the "UPI Circulars"). The UPI Circulars have come into force from January 1, 2019 in a phased manner and the Parties agree to abide by the UPI Circulars, as may be applicable, and the obligations of Parties under the UPI Circulars and any instructions issued thereon by SEBI, shall be deemed to be incorporated in this Agreement. Accordingly, to the extent the obligations of any of the Parties contained in this Agreement are contrary to the UPI Circulars, the UPI Circulars shall prevail.

NOW THEREFORE the Parties do hereby agree as follows:

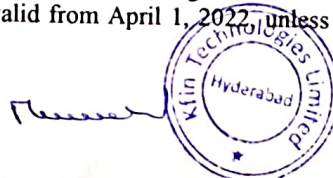
INTERPRETATION

In this Agreement, unless the context otherwise requires:

- a. words denoting the singular number shall include the plural and vice versa;
- b. words denoting a person shall include an individual, corporation, company, partnership, trust or other entity having legal capacity;
- c. heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;
- d. references to the words "include" or "including" shall be construed without limitation;
- e. references to this Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Agreement or to such agreement, deed or other instrument as the same may from time to time be amended, varied, supplemented, novated or replaced thereof;



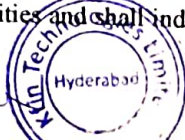
- f. a reference to an Article, Clause, Section, Paragraph, Recital, Preamble, Schedule or Annexure is, unless indicated to the contrary, a reference to an article, clause, section, paragraph, recital, preamble, schedule or annexure of this Agreement;
- g. references to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, consolidated, modified, extended, replaced or re-enacted;
- h. reference to the Offer Documents shall mean the Offer Documents (as defined below) as of their respective dates;
- i. 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;
- j. references to a number of days shall mean such number of calendar days unless otherwise specified. When any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day;
- k. references to working day(s) shall have the meaning as ascribed to such term in the Offer Documents; and
- l. the Parties acknowledge and agree that the Schedules and Annexures attached hereto form an integral part of this Agreement.
1. All capitalized terms used in this Agreement shall, unless specifically defined herein shall have the same meaning ascribed to such terms under the Draft Prospectus (the "DP") to be filed by the Company with the SEBI, the Stock Exchange and the Prospectus (the "Prospectus" and together with the DP, the "Offer Documents") including any amendments, addendums or corrigenda issued thereto, to be filed by the Company with the SEBI, the Registrar of Companies ("RoC") and Stock Exchange, as applicable, and the Offer Agreement, as the case may be.
 2. The Company and the Selling Shareholders hereby appoint **KFin Technologies Limited** as the 'Registrar to the Offer' and the Registrar accepts such appointment by accepting the terms of the appointment and signing this Agreement through its authorized signatory. Notwithstanding anything to the contrary contained in this Agreement, (i) the rights and obligations of the Company and the Selling Shareholders hereunder shall be several and not joint and the Selling Shareholders shall not be liable for the obligations of the Company or the Registrar or the other Selling Shareholders, as the case may be; (ii) the rights and obligations of each of the Selling Shareholders under this Agreement are several and not joint; and (iii) no Party shall be liable for any default by another Party. For the avoidance of doubt, it is clarified that none of the Selling Shareholders shall be responsible or liable, directly or indirectly, for any actions or omissions of any other Party or other Selling Shareholders and the obligations of each of the Selling Shareholder under this Agreement shall be limited to the extent of its respective portion of Equity Shares offered by such Selling Shareholder in the Offer.
 3. The Registrar hereby undertakes to perform and fulfill the Assignment, as described herein (including all such works which are not specifically mentioned herein but are reasonably implied for completion of the Assignment), and to provide such other functions, duties, obligations and services as are required in accordance with applicable law (including the rules, regulations, guidelines, directions and circulars prescribed by SEBI and the applicable provisions of the Companies Act) in respect of the Offer. The Registrar undertakes that it shall be its sole and absolute responsibility to ensure that the Assignment and such functions, duties, obligations and services are performed in a professional and timely manner in compliance with the applicable laws and as required under the terms of this Agreement.
 4. The Registrar represents, warrants and declares and undertakes that:
 - a. It is duly incorporated and validly exists under applicable laws. It has obtained a certificate of permanent registration with registration number INR00000221 from SEBI and the certificate is valid from April 1, 2022, unless suspended or cancelled by



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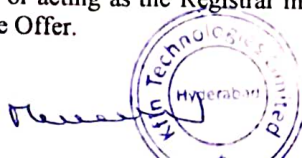
SEBI (the "Certificate").

- b. It shall ensure that the Certificate shall remain in force including by taking prompt steps for renewal or re-application if it is cancelled earlier. The Registrar shall keep the Company, each of the Selling Shareholders and the LM informed on an immediate basis if due to any unavoidable/ regulatory reasons, its registration with SEBI is cancelled, suspended, revoked or withheld or if it is prohibited or restricted from performing the Assignment and activities mentioned in this Agreement by any regulatory or judicial authority. A copy of the registration certificate from SEBI is attached as **Schedule IV** hereto.
- c. 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 eight preceding financial years for a period of eight years from the date of listing and commencement of trading of the Equity Shares pursuant to the Offer or such longer period as may be required under applicable law. Any and all records/documents referred to and forming part of the Annexure to SEBI circular bearing reference no. SEBI/HO/MIRSD/DOP1/CIR/P/2018/73 dated April 20, 2018, shall be preserved and maintained by the Registrar for period not less than eight years after completion of the Offer on behalf of the Company and the Selling Shareholders.
- d. It has a clean track record and no penalty has been imposed on it by SEBI in the past. It has not violated any of the conditions subject to which its registration with SEBI has been granted and that no disciplinary or other proceedings have been commenced by SEBI or any other statutory, regulatory or supervisory authority or court/tribunal and that it is not debarred/suspended by any such authority from carrying on its activities as a Registrar to the Offer, 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, each of the Selling Shareholders and the LM of such orders and cooperate to establish alternate arrangements as may be necessary for carrying out the Assignment and to complete the Offer as per the mandated regulatory timelines. In the event, the Company, the Selling Shareholders Indemnified Parties (as defined below) and/or the LM, incur any loss due to such inability of the Registrar to carry on the Assignment, the Registrar shall indemnify the Company, each of the Selling Shareholders and each of their respective heirs, administrators, employees, advisors, representatives, successors, permitted assigns and agents, as applicable (collectively, along with the Selling Shareholders, "**Selling Shareholders Indemnified Parties**") and the LM and/or any of the LMs' respective directors, management, representatives, officers, employees, advisors, affiliates, successors and agents or other persons acting on its behalf and permitted assigns, and each other person if any, controlling the LM (collectively along with the LM, the "**LMs' Indemnified Parties**"), severally and not jointly, in accordance with the terms of this Agreement and as per the Letter of Indemnity (defined below) in favour of the LM, as applicable.
- e. 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 SEBI RTA Regulations and the applicable rules, regulations, guidelines, circulars, notifications and directions issued by SEBI from time to time, including the SEBI ICDR Regulations, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("**SEBI Listing Regulations**") and any other applicable law and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, each of the Selling Shareholders, the LM and the Applicants, 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 Company's shareholders, the Selling Shareholders, the LM and the Applicants or contrary to or in violation of any rules, regulations, guidelines or orders/directions issued by SEBI from time to time.
- f. It shall make adequate disclosures to the Company, each of the Selling Shareholders and the LM of any potential areas of conflict of interest and duties which are likely to impair its ability to render fair, objective and unbiased service during the course of the Assignment. It shall cooperate and comply with any instructions the Company, each of the Selling Shareholders and the LM may provide in respect of the Offer, provided that the Company, each Selling Shareholders and LM do not give any instructions which are in violation of any applicable rules and regulations. It shall immediately notify the Company, each of the Selling Shareholders and the LM of any delay or errors committed while completing any formalities and shall indemnify the Company, each of

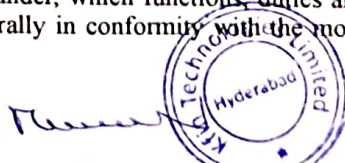


the Selling Shareholders Indemnified Parties and/or each of the LMs' Indemnified Parties for any losses caused due to such error or delays, if such error or delays are caused by the acts/ actions of the Registrar, in accordance with the terms of this Agreement. For avoidance of any doubt, it is clarified that in the event of any conflict amongst the instructions provided by a Selling Shareholder in relation to its Offered Shares with instructions provided by any other Selling Shareholder, the Registrar shall comply with the instructions of the Selling Shareholder holding the relevant Offered Shares. For the avoidance of any doubt, it is clarified that in the event of any conflict amongst the instructions provided by a Selling Shareholder in relation to its respective portion of the Offered Shares with instructions provided by any other Party, the Registrar shall comply with the instructions of such Selling Shareholder.

- g. It shall carry out the Assignment and complete all the formalities accurately, diligently, with due care and caution and within the specified time limits as per the applicable law, including without limitation, the SEBI ICDR Regulations, UPI Circulars, the SEBI Listing Regulations and rules, regulations and bye-laws of the Stock Exchange, as amended from time to time. It shall immediately notify the Company, each of the Selling Shareholders and the LM of any anticipated delays in completion of any of the formalities or of any delay or errors committed while completing any formalities with respect to the performance of the Assignment and other services indicated herein and any corrective action taken thereto and shall indemnify the Company, each of the Selling Shareholders Indemnified Parties and each of the LMs Indemnified Parties for any losses caused due to such error or delays while completing any formalities, in the manner set out in this Agreement and the Letter of Indemnity, as applicable.
- h. It shall cooperate and comply with any instructions of the Company, each of the Selling Shareholders or the LM may provide in respect of the Offer, provided that they do not give any instructions which are in violation of any applicable rules and regulations.
- i. It is a 'fit and proper person' as per the criteria specified in Schedule II of the SEBI (Intermediaries) Regulations, 2008, as amended.
- j. It has connectivity with the depositories, namely the National Securities Depository Limited ("NSDL") and the Central Depositories Services (India) Limited ("CDSL" together with NSDL the "Depositories").
- k. It has the required infrastructure, facilities, qualified 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 correspondences.
- l. It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignment and other services indicated herein and that due care, diligence and caution shall be taken to ensure that there are no errors in the services to be performed by the Registrar. It shall immediately notify the Company, the Selling Shareholders and the LM of any delay or errors committed in the performance of the Assignment and other services indicated herein, which could not be avoided and/or any corrective action taken thereto, and shall indemnify the Company, each of the Selling Shareholders Indemnified Parties, each of the LMs' Indemnified Parties, severally and not jointly (and not jointly and severally), for any losses caused due to such error or delays are caused by the acts/ actions of the Registrar.
- m. It shall keep the Company, each of 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 entities by any regulator or statutory authority quasi-judicial, governmental, administrative and/or judicial authority from time to time. The Registrar shall, in the event of any change in its status or constitution, obtain the permission of SEBI and any other regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority, as may be applicable, and shall also immediately inform the Company, each of the Selling Shareholders and the LM in case of any change in its constitution or status in writing.
- n. It is not subject to any litigation, 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, including the Offer.



- o. There are no show cause notices received by it or there are no pending investigations against it, the outcome of which may affect the Registrar's ability to perform its duties or obligations under this Agreement.
- p. It is duly incorporated and validly exists under applicable laws. This Agreement has been duly authorized, executed and delivered by it, and is a valid and legally binding obligation on it enforceable in accordance with the terms of this Agreement. The execution, delivery and performance of this Agreement and the Assignment does not violate or constitute a breach of the constitutional documents of the Registrar, any law, regulation, court or tribunal order to which the Registrar is subject or any agreement, deed or undertaking entered into by the Registrar.
- q. 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.
- r. It is not an associate and shall not be deemed to be an associate of the Company or the Selling Shareholders, for the purposes of the SEBI RTA Regulations.
- s. In the event, the Registrar is unable to continue to act as the Registrar to the Offer, at any point of time, due to any order, direction or injunction of any statutory or regulatory authority or otherwise, it shall immediately inform the Company, each of the Selling Shareholders and the LM and take steps, in consultation with and as per the direction of the Company, the Selling Shareholders and the LM, for a smooth transition of the data held by the Registrar in relation to the Offer and the Equity Shares, at no cost to the Company and the Selling Shareholders for such transition, to another registrar as may be appointed by the Company and the Selling Shareholders in consultation with the LM. However, the Registrar shall continue to be liable for any acts done prior to such transition.
- t. It has duly appointed an officer who shall be responsible for monitoring the compliance with the SEBI Act and other rules and regulations, notifications, guidelines, instructions etc. issued by SEBI or the Central Government and for redressal of investor grievances.
- u. It shall hand over to the Company all records/data and all related documents which are in possession in its capacity as a registrar within 15 days from the date of termination of this Agreement or within 15 days from the date of cancellation of its certificate of registration as a registrar, whichever is earlier.
- v. It has formulated and implemented a comprehensive policy framework, approved by its board of directors, and it is in compliance with the requirements of the SEBI circular bearing reference number SEBI/HO/MIRSD/CIR/P/2017/0000000100 dated September 8, 2017, SEBI/HO/MIRSD/DoP/CIRP/2018/119 dated August 10, 2018, the SEBI circular no. SEBI/HO/MIRSD/DOP/CIR/P/2019/110 dated October 15, 2019 and has implemented all systems and policies required in such circulars.
5. The Company, in relation to the Offer hereby declares that it has complied with and agrees to comply with all statutory and regulatory formalities under the Companies Act, the SEBI ICDR Regulations and other relevant statutes, rules, regulations and guidelines to enable it to undertake the Offer. The Company and each of the Selling Shareholders, severally, also agrees that it will co-ordinate with the Registrar and that it will not give any instructions which are in violation of any legislation, applicable rules, regulations and/or guidelines issued by SEBI and any other relevant statutory/regulatory judicial, quasi-judicial, governmental and/or administrative authority. In case the Company and the Selling Shareholders give any instructions, pertaining respectively to them, which are not in conformity with the applicable laws, the Registrar shall immediately notify the Company, the Selling Shareholders and the LM in writing about such instructions pursuant to which Company or the Selling Shareholders, as applicable, will be free to withdraw/modify such instructions. It is clarified that all obligations of the Company and the Selling Shareholders in relation to the Offer shall be several and not joint.
6. 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 this Agreement and **Schedule I** hereunder, which functions, duties and obligations are indicative and not exhaustive and are generally in conformity with the model agreement contemplated



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under the SEBI ICDR Regulations and the SEBI RTA Regulations. The Parties may include further activities agreed upon mutually but all the activities pertaining to the Assignment shall be listed and agreed upon between the Parties. The Registrar agrees to undertake all the obligations and responsibilities as Registrar to the Offer specified herein as well as in the Underwriting Agreement (as defined below), the Cash Escrow and Sponsor Bank Agreement (as defined below), the Share Escrow Agreement (as defined below), the Syndicate Agreement (as defined below), and the Offer Documents to be issued by the Company in relation to the Offer in so far as it is not contrary to the SEBI ICDR Regulations. The Registrar hereby consents to the inclusion of its name, logo and other details (including address, contact and SEBI registration details) as the Registrar to the Offer in the Offer Documents and in such other documents as are required for the Offer and agrees to provide a consent letter in the form and manner satisfactory to the Company and the LM.

7. Without prejudice to the above, the Registrar's Assignment shall include without limitation, the following activities:
- a) To enter into a share escrow agreement ("**Share Escrow Agreement**") with the Company and the Selling Shareholders in terms of which a share escrow account will be opened ("**Share Escrow Account**") with the Registrar wherein, each Selling Shareholder shall transfer its respective portion of Equity Shares being offered, in terms of the Share Escrow Agreement. The Registrar shall operate the Share Escrow Account in accordance with the terms of the Share Escrow Agreement and also ensure that the respective portion of their Offered Shares are transferred to the Share Escrow Account in accordance with the Share Escrow Agreement;
 - b) To enter into a cash escrow and sponsor bank agreement with the Company, the Selling Shareholders, the LM and the Banker(s) to the Offer (including the Sponsor Bank) ("**Escrow/Public Issue Agreement and Sponsor Bank Agreement**") in terms of which escrow/public issue account will be opened ("**Escrow Account/Public Issue Account**") wherein the Registrar shall issue requisite instructions to the Banker(s) to the Offer in terms of the Cash Escrow and Sponsor Bank Agreement;
 - c) To enter into an underwriting agreement with the Company, the Selling Shareholders, the LM ("**Underwriting Agreement**") in relation to fulfilment of underwriting obligations and the Registrar shall provide the necessary notices and perform such other functions as may be agreed upon in accordance with such Underwriting Agreement;
 - d) To liaise with Depositories on behalf of the Company and the Selling Shareholders for obtaining the International Securities Identification Number ("**ISIN**") of the Equity Shares and to be a party to the tripartite agreements executed with the Depositories;
 - e) The Registrar shall, in the event of any change in its status / constitution subject to prior written consent of the Company and each of the Selling Shareholders with respect to such change in its status / constitution, obtain the permission of SEBI and any other regulatory authority, and shall duly inform the Company, the Selling Shareholders and the LM immediately of such change in status or constitution;
 - f) To provide detailed instructions to the Bankers to the Offer, SCSBs, registrars and share transfer agents registered with SEBI ("**RTAs**") and Registered Brokers who are authorized to collect ASBA Forms from the Applicants in relation to the Offer (collectively, the "**Designated Intermediaries**"), including the format and timeline of receipt of information;
 - g) If required, to liaise with the Company for dematerialization of its Equity Shares held by its existing shareholders, including the Selling Shareholders;
 - h) Provide inputs for finalizing the Bankers to the Offer (including Sponsor Bank) and assist in identification of the collecting branches at the collection centres finalized;
 - i) Provide detailed instructions to the SCSBs, including on the format and timeline of receipt of information;
 - j) To liaise with the Designated Intermediaries and the Sponsor Bank to carry out the required steps for the purposes of the Offer;
 - k) Provide/specify the format to the Designated Intermediaries in which information in

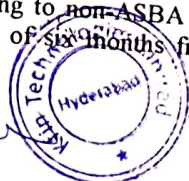


relation to ASBA or the UPI Mechanism is required to be provided to the Registrar;

- l) Accepting and collecting complete ASBA Forms.
- m) Ensure that with respect to Retail Individual Investors Application through the UPI Mechanism, the relevant Designated Intermediaries do not undertake physical movement of the ASBA Forms to the SCSBs;
- n) Hand-over to the Company and the Selling Shareholders, as applicable, all the records/ data and all related documents which are in its possession in its capacity as a Registrar/ the Offer, within 1 (one) month from the date of termination of this Agreement or within one month from the date of cancellation of its certificate of registration as registrar, whichever is earlier.
- o) To review the 'Offer Procedure' section in the Offer Documents and confirm its accuracy;
- p) To receive and provide inputs to the Company for designing and printing the Application Form, prepare the Confirmation of Allocation Note ("CAN") for Anchor Investors (if applicable), Allotment Advice and any other pre and post Offer related stationery;
- q) Intimate on the amount of processing fees payable to the SCSBs in respect of ASBA Forms and to the Sponsor Bank for application made by Retail Individual Investors using the UPI Mechanism, and also intimate the selling commission and brokerage payable to each Designated Intermediary for ASBA;
- r) Ensure that application made through the UPI Mechanism in respect of SCSBs have been made only through the SCSBs/mobile applications whose name appears on the SEBI website (www.sebi.gov.in) on the following path:
<https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40>
- s) Intimate the Designated Intermediaries before opening of the Offer, the basis of the commission / selling commission payable, the Offer Opening Date and Offer Closing Date/time, including details of revision in Price Band, Floor Price, Offer Period, if any;
- t) Follow-up with the Sponsor Bank (through the Designated Stock Exchange), Bankers to the Offer and the SCSBs for receipt of final certificates with respect to the subscription monies collected and reconcile any data mismatches with the Sponsor Bank, Banker to the Offer and the SCSBs and advise the members of the Syndicate through the Stock Exchange, of the mismatches, if any, that may warrant a correction of the data;
- u) While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates, duly signed on letterhead/ stamped and confirm that such certificates have been received within specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI;
- v) To advise the Company on the amount of stamp duty payable and the mode of payment of such stamp duty on the Equity Shares being issued through the Offer;
- w) Collect, within the timelines provided under the circulars and regulations notified by the SEBI and in manner as specified by the Company and the LM and in accordance with applicable law:
 - (i) the Application Forms, reconciled data, bank schedules and final certificates from various centres of the Bankers to the Offer and the Designated Intermediaries, the Application Forms with respect to Anchor Investors from the LM and the data/information with respect to Applicants from the Escrow Collection Bank within the specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI. The Registrar shall make best efforts to collect the aforesaid information and documents within the timelines prescribed under Applicable Law;
 - (ii) the physical Application Forms (pertaining to non-ASBA applications) from the Registered Brokers following the expiry of six months from the Offer Closing Date;



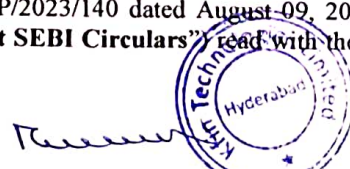
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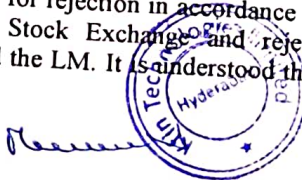
- (iii) electronic bid data (including ASBA data) from the Stock Exchange;
 - (iv) certificate of blocked funds, in respect of application made by Retail Individual Investors through the UPI Mechanism, from the Sponsor Bank after the Offer Closing Date;
 - (v) aggregate data in relation to the total number of application made through the ASBA mechanism uploaded by the Designated Intermediaries and the total number of Equity Shares and the total amount blocked against the uploaded application made through the ASBA mechanism from each Designated Intermediary or Sponsor Bank or Stock Exchange;
 - (vi) soft and hard copies, as applicable, of bank schedules, reconciled data and final certificates from all centers of the SCSBs and the Sponsor Bank, and with respect to Anchor Investors (if applicable), the Anchor Investor Application Forms from the LM and the date/ information with respect to the Applicants from the Bankers to the Offer. The Registrar shall ensure to collect the aforesaid information and documents within the timelines prescribed under applicable laws and relevant agreements entered into in this regard and as instructed by the LM; and
 - (vii) PAN, DP ID, UPI ID and Client ID details of valid beneficiary accounts from the Depositories; and in each case, in accordance with the instructions of the Company, the Selling Shareholders and the LM and in case of reporting any disruptions/delay in the flow of applications from the Designated Intermediaries to the Company, Selling Shareholders and the LM and the Registrar shall take all necessary steps to avoid any delay in order for the process to be completed within the applicable timelines;
- x) Prepare a physical book on the basis of applications received and deliver the same to the Company, the Selling Shareholders and the LM;
 - y) Where the Registrar requires to liaise with third parties for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within prescribed timelines so that there is no delay in completing the Assignment within the statutory timelines;
 - z) On closure of the Offer, collect the file from the Stock Exchange and the LM and validate the DP ID, Client ID and PAN with the depository database and provide a file to the concerned Designated Intermediary and the LM of the erroneous applications which will be considered as invalid;
 - aa) To verify scanned copies of the Application Forms received from the Anchor Investors, if any, for the purpose of preparation of Designated Intermediary performance report and for resolution of investor grievances, where applicable;
 - bb) At the time of the finalization of Basis of Allotment, obtain validation from the Depositories for FPIs who have invested in the Offer to ensure there is no breach of investment limit and to use PAN issued by Income Tax Department of India to check compliance for a single FPI.
 - cc) To reconcile the final certificates received from the SCSBs and the Sponsor Bank with the electronic bid details in terms of the SEBI circular bearing reference number CIR/CFD/DIL/3/2010 dated April 22, 2010, the SEBI circular bearing reference number CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI circular bearing reference number CIR/CFD/14/2012 dated October 4, 2012, the SEBI Circular bearing reference number CIR/CFD/DIL/4/2013 dated January 23, 2013, SEBI circular bearing reference number CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, SEBI circular bearing reference number CIR/CFD/DIL/1/2016 dated January 1, 2016, SEBI circular bearing reference number SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, the SEBI Circular number. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018, SEBI circular bearing reference number SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/1/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019 and SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 09, 2023 to the extent applicable, (collectively, the “**Relevant SEBI Circulars**”) read with the UPI Circulars on the basis



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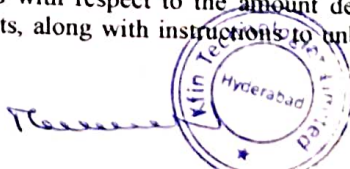
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- of which the Basis of Allotment will be finalised and ensure compliance with all applicable regulations and guidelines including the Relevant SEBI Circulars. It shall be the sole responsibility of the Registrar to procure and collect the final certificates from all SCSBs and the Sponsor Bank within two Working Days from the Offer Closing Date;
- dd) To ensure compliance with the UPI Circulars as a payment mechanism for making applications in public issues, including but not limited to, coordinating with the Sponsor Bank and undertaking all necessary activities in this regard;
- ee) Prepare a list of applicants entitled to Allotment of the Equity Shares and prepare the CAN and the Allotment Advice, post communication of the Basis of Allotment by the Company and prepare funds unblocking schedule and refunds to be made based on approved Allotment;
- ff) To take necessary steps for effective lock-in in accordance with the SEBI ICDR Regulations;
- gg) Receive the reconciled data and the Application Forms from the SCSBs;
- hh) Obtain the demographic details of the Applicants (including PAN and MICR code) from the Depositories, check this data with the file and highlight any discrepancies. In the event the PAN is missing, to check whether the Applicant falls under the Sikkim category or any other exempt category;
- ii) Reconcile the compiled data received from the Stock Exchange, all SCSBs and the Sponsor Bank, and match the same with the Depositories database for correctness of DP ID, UPI ID, Client ID and PAN;
- jj) Delivery of communication to the Company, each of the Selling Shareholders and the LM at the earliest in the event of discrepancy between the file registered on the online IPO system of the Stock Exchange and the bank schedules and the final certificate received from the SCSBs. The Registrar shall discuss the results of such reconciliation with the Company, the LM, the SCSBs and the Sponsor Bank in a timely manner;
- kk) Reject the application in respect of which the DP ID, UPI ID, Client ID and PAN specified in the reconciled data does not match the details in the database of the Depositories and which have not been rectified within specified date;
- ll) To reject application made using the UPI Mechanism which are not made in accordance with the UPI Circulars
- mm) To follow and complete all processes as specified in the Offer Documents;
- nn) Preparing a statement of application proposed to be rejected, separately for QIBs, Non-Institutional Investors and Retail Individual Investors. The list should indicate the technical reasons for rejection of all above mentioned investor categories and should be provided within Two Working Days from the Offer Closing Date. To also provide exceptions, if any, to enable the Company and the LM to take decision on the Applications;
- oo) Ensure that the SCSBs applying through ASBA shall apply in the Offer through a separate account opened with another SCSB; provided that failure of SCSBs to apply through another SCSB shall be rejected under technical grounds;
- pp) To prepare the complete list of valid application (after all rejections including rejections on technical ground), and present the same category-wise to the Company, the Selling Shareholders and the LM;
- qq) Follow up with the SCSBs and the Bankers to the Offer (including the Sponsor Bank) for final certificates with respect to the subscription monies collected and reconciling any data mismatches with each Sponsor Bank and SCSBs;
- rr) Screen, identify and list out Application Forms with technical errors, multiple applications or those that are liable for rejection in accordance with the RHP and as per the directions of SEBI and the Stock Exchange and reject such applications in consultation with the Company and the LM. It is understood that technical rejection list



will be prepared based on files received from the Stock Exchange and the electronic bank schedules received from the SCSBs and the Sponsor Bank without reference to the physical Application Forms or its enclosures;

- ss) To specifically record cases of multiple application and to keep them available for inspection along with the relevant records, namely the electronic data received from the Stock Exchange and the data validated from the Depositories and to carry out due procedures in relation to accurately identifying and rejecting multiple Application Forms as provided in the Offer Documents;
- tt) To provide correct data in time, and in no event later than Three Working Days from the Offer Closing Date or such other period as may be prescribed by Applicable Law, to enable finalization of the basis of allocation and/or the Basis of Allotment along with the Company and the LM in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment, and finalizing the list of persons entitled to Allotment of Equity Shares.
- Upon approval of the Basis of Allotment, the RTA will share the debit file with the Sponsor bank (through stock exchange) and SCSBs, as applicable, for credit of funds in the public issue account and unblocking of excess funds in the RII's account. The Sponsor bank, based on the mandate approved by the RII at the time of blocking of funds, will raise the debit / collect request from the RII's bank account, whereupon the funds will be transferred from RIIs account to public offer account and remaining funds, if any, will be unblocked without any manual intervention by RII or his / her bank.
- uu) Keep accurately, at all times, the electronic records relating to Applications received from all SCSBs, Designated Intermediaries and the LM, including:
- (i) particulars regarding the monies blocked in the ASBA Accounts or through the UPI process of the respective ASBA Applicants;
 - (ii) particulars relating to the allocation and Allotment of Equity Shares against valid application;
 - (iii) particulars relating to the requisite money to be transferred to the Public Offer Account from each blocked account, in accordance with the terms of this Agreement, the Prospectus, the SEBI ICDR Regulations and the Companies Act; and
particulars relating to rejected/withdrawn/unsuccessful applications.
- vv) To maintain details of application withdrawn during the Offer Period and inform applicants placing withdrawal requests with the Registrar to co-ordinate with the relevant Designated Intermediaries.
- ww) 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. To ensure that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, guidelines and notifications as specified in the Offer Documents;
- xx) The Company and the Registrar, as applicable, shall undertake all actions, including corporate actions for credit of Equity Shares upon Allotment/ lock-in for pre-Offer capital within three Working Days from the Offer Closing Date or such other period as may be prescribed by Applicable Law and give instructions to the Depositories to carry out the lock-in for the pre-Offer capital as per the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within three Working Days from the Offer Closing Date or such other timeline that may be prescribed by SEBI.
- yy) Prepare fund transfer schedule along with reconciliation of total funds received, amount proposed to be transferred to Public Offer Account within the timelines prescribed under SEBI circular bearing reference number CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, SEBI circular number SEBI/HO/CFD/ DIL/ CIR/P/ 2016/26 dated January 21, 2016 and SEBI circular number SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 09, 2023, in each case duly certified by the Registrar based on approved Allotment and upon finalization of the Basis of Allotment, providing the following details to the controlling branches of each SCSB or the Sponsor Bank for ASBA Applications and Escrow Banks with respect to the amount deposited by the Anchor Investors in the Escrow Accounts, along with instructions to unblock the relevant bank



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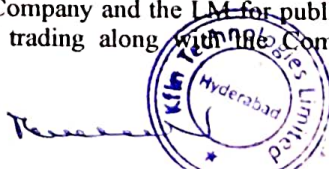


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accounts or for the initiation of refunds from the Escrow Account or transfer the requisite money to the Public Offer Account (including for eventual credit to the Company and the Selling Shareholders) within the timelines specified under SEBI circular bearing reference number SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, as amended by SEBI circular bearing reference number SEBI/HO/CFD/DIL2/CIR/1/2019/50 dated April 3, 2019 or as notified from time to time and SEBI circular bearing reference number SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016 and SEBI circular number SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 09, 2023:

- (i) A list of successful applicants who have been or are to be Allotted Equity Shares and the number of Equity Shares to be allotted against each valid application;
 - (ii) Amount to be transferred from the Escrow Account/ relevant blocked account to the Public Offer Account (or the refund account if so required) for each valid application and the date by which such amounts shall be 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; and
 - (iv) Details of rejected application, if any, along with reasons for rejection and details of withdrawn/unsuccessful Applications, if any, to enable unblocking of the relevant accounts or for refunds to be initiated by Escrow Bank.
- zz) Receive the confirmation of credit of the Equity Shares to the demat accounts of the successful Applicants from each of the Depositories and submit the same to the Stock Exchange and file, along with the Company, the Allotment details with the Designated Stock Exchange and confirm that all formalities are completed;
- aaa) Ensure that Allotment made is correct and timely uploading of the correct file in the depository system is made;
- bbb) Coordinate with the concerned Depositories and ensure that the number of Equity Shares Allotted to each category of Applicant is correct in all respects;
- ccc) Dispatch of Allotment Advice/ CAN/ refund orders, if any/ issue of instructions for unblocking and credit of Equity Shares to the Allottees' respective demat accounts within the time frame indicated in the Offer Documents subject to certain cases kept in abeyance and assist the relevant Parties in filing of the confirmation of refund dispatch with the Stock Exchange. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by SEBI and as included in the Offer Documents and maintaining proper records of such refunds;
- ddd) Provide all the relevant data, documents, statements/reports for finalization of Basis of Allotment, listing and trading, post-Offer monitoring reports etc. within the timelines mentioned in the Offer Documents, in consultation with the relevant Parties;
- eee) Submit relevant documents to the Stock Exchange for the purpose of obtaining listing and trading approval;
- fff) Ensure that all steps for completion of the necessary formalities for listing and commencement of trading of Equity Shares at the Stock Exchange, are taken within six/three Working Days of from the date of closure of the Offer or within the timeline as prescribed by SEBI;
- ggg) Finalize various post-Offer monitoring reports such as the final post-Offer monitoring report, along with relevant documents / certificates, in consultation with the post-Offer LM (as per the inter-se allocation amongst the LM) and the Company, to be submitted to SEBI within the stipulated time ensuring that such reports are based on authentic and valid documentations received from the members of Syndicate, the SCSBs and the Sponsor Bank.
- hhh) Provide data to assist the Company and the LM for publishing Allotment advertisement before commencement of trading along with the Company and the LM within the

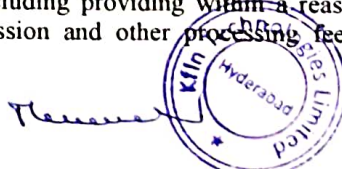


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specified time in the newspapers where pre-Offer, Offer Opening and Offer Closing advertisements appeared earlier;

- iii) Settle investor complaints and grievances including those pertaining to Allotment of shares, refund orders, delay in dispatch of Allotment Advice, communications received from SEBI, the Stock Exchange and other regulatory agencies or any investor grievance related to the Registrar's scope of service, in a timely manner in accordance with any applicable legislation and any rules, regulations and guidelines issued by SEBI, and provide requisite reports to the Company, the Selling Shareholders and the LM as provided for in the Offer Documents and maintain a complete and accurate record in respect of any grievances dealt with under the investor grievance mechanism and ensure that such records are maintained for a period of at least eight years and are informed and made available to the Company at regular intervals;
- iii) Ensure that proper investor grievance handling mechanism is in place at its office during the Offer Period and after closing of the Offer, as per applicable regulations and to maintain a complete and accurate record in respect of the grievances dealt with under this mechanism and ensure that such records are maintained for a period of at least eight years and are made available to the Company at regular intervals;
- kkk) Assist the Company and the LM in providing necessary reports/information and complying with formalities relating to release of security deposit to be placed by the Company with Designated Stock Exchange;
- lll) Provide in a timely manner all accurate information to be provided by it under this Agreement, including providing the LM, the Company and the Selling Shareholders with detailed data so as to understand the share in commissions between the LM and the Designated Intermediaries authorized to accept and bid as per information provided on the website of the Stock Exchange;
- mmm) To provide weekly reports to the Company, the Selling Shareholders and the LM on the (i) status of Equity Shares lying in Share Escrow Account, (ii) status of refunds remaining undelivered and electronic refunds rejected and steps taken to resend the refunds to the Applicants; and (iii) status of redressal of investor complaints in a format required by the Company and the LM;
- nnn) In case of failure of the Offer, to give appropriate instructions for unblocking of the relevant accounts / issue instructions for refund (for all amounts payable to Anchor Investors as the case may be), all within the timelines prescribed under the SEBI ICDR Regulations, or the circulars, regulations issued by the SEBI and the Offer Documents;
- ooo) To ensure timely deposit of the Equity Shares in the Share Escrow Account in accordance with the Share Escrow Agreement and to ensure that the transfer of the respective portions of Equity Shares being offered in the Offer for Sale by the Selling Shareholders to the successful Applications is undertaken in a timely manner, in accordance with the Share Escrow Agreement;
- ppp) To coordinate with the Refund Banks for dispatch of refunds in relation to Applications by Anchor Investors in case of failure of the Offer and also when the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds;
- qqq) To initiate 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 Company;
- rrr) To consolidate the list of subscriptions received through the Underwriters to the Offer and evaluating their performance and to prepare a statement of selling commission payable, if any, and to arrange for their dispatch;
- sss) To capture data from the electronic data files for the purpose of payment of brokerage and preparation of schedule of brokerage/ processing fees payable to the Designated Intermediaries based on the terminal from which the Application has been uploaded/Application Number Ranges shared by LM. To provide detailed statements for payment of brokerage, including providing within a reasonable period after the Offer Closing Date, the commission and other processing fees payable to the Designated

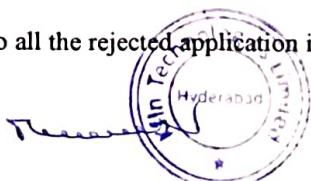


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Intermediaries. The payment to the Designated Intermediaries shall be made in accordance with disclosure in the Offer Documents, subject to any applicable laws (including any circulars, guidelines or regulations issued by SEBI). The quantum of commission payable shall be determined on the basis of the applications which will be considered eligible for the purpose of Allotment, in accordance with the applicable law;




- ttt) To forward exception report to the Stock Exchange for dissemination to the Syndicate Members no later than one Working Day from the Offer Closing Date;
 - uuu) To prepare distribution schedule and analysis form (for purposes of Stock Exchange or the Company);
 - vvv) Prepare the following registers and other data:
 - i. Top 50/100/ 200 shareholders (for the Stock Exchange);
 - 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.
 - www) Comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company and the LM;
 - xxx) Provide assistance to the Company, the Selling Shareholders and the LM in all other work incidental to or connected with processing of electronic Applications, applications for issue/refund/Allotment/investor services/listing permission/trading permission/connectivity with the Depositories.
8. In connection with the Offer, the Registrar shall maintain accurately and with reasonable care, such records as are required to be maintained under applicable law, including the SEBI RTA Regulations and for minimum duration prescribed under applicable law, including, without limitation, the following records:
- (a) All Application Forms received from applicants in relation to the Offer and data received from the Escrow Collection Banks ASBA SCSB's/Sponsor Bank;
 - (b) Data/information received from the SCSBs and the Sponsor Bank including but not limited to the bank schedule, final certificate and schedule relating to the blocked amount;
 - (c) All the electronic records obtained, received, collected and/or held by it in relation to the Offer, including the records relating to the Applications received from all Designated Intermediaries;
 - (d) Basis of allocation and Allotment of Equity Shares to the successful applicants, along with relevant annexures and details;
 - (e) Records of investor communication, including withdrawal requests and communication for verifying DP ID details;
 - (f) List of names of successful applicants and unsuccessful applicants of the Equity Shares;
 - (g) Particulars relating to the allocation/allotment of the Equity Shares against valid application;
 - (h) Particulars relating to the monies to be transferred to the Public Offer Account and refund made/unblocked to applicants;
 - (i) Particulars relating to all the rejected application in the electronic file which do not



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get validated for the DP ID/Client ID and/or PAN with the depository database;

- (j) Details of multiple electronic Applications submitted (determined on the basis of common PAN) and rejected by the Registrar;
- (k) All Application Forms which are rejected and reasons thereof or withdrawn or unsuccessful along with the details of rejected/withdrawn/unsuccessful Application Forms;
- (l) Reconciliation between funds deposited in the Escrow Collection Banks or any of their correspondent banks and aggregate of amounts stated in Anchor Investor Form;
- (m) Reconciliation of the compiled data received from the Stock Exchange with the details of collections/blocked amount received from the SCSBs, and the Bankers to the Offer (including Sponsor Bank);
- (n) Refunds to be returned to the Anchor Investors in accordance with the terms of the Escrow and Sponsor Bank Agreement, the Offer Documents, the SEBI ICDR Regulations and the Companies Act;
- (o) Details of files in case of refunds to be sent by electronic mode such as NACH /NECS/ NEFT/ RTGS etc;
- (p) Records of correspondence in respect of investor complaints, grievances or queries;
- (q) Record of pre-printed Offer stationery like CAN, Allotment advice/ Allotment letters, refund warrants and duplicate refund warrants etc. showing details of such stationery received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;
- (r) Complaint register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner in which disposed of. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly;
- (s) Records of returned mail showing details of contents of the letter details of refund order, date of dispatch, date of return and reasons for being returned;
- (t) Details of demand drafts issued, if any, as applicable;
- (u) Particulars relating to the requisite money to be transferred to the accounts of each of the Selling Shareholders against valid application;
- (v) Terms and conditions of the Offer of the Equity Shares; and
- (w) Such other records as may be specified by SEBI, the Company, the Selling Shareholders, the SCSBs, the Sponsor Bank and/or Designated Intermediaries or the LM for carrying on the activities as Registrar to the Offer.





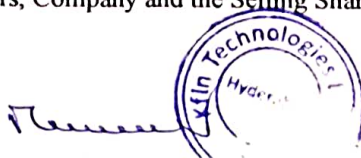
Subject to the provisions of any law, including Regulations 14 and 15 of the RTA Regulations, the Registrar shall preserve all aforesaid records and documents for a minimum period of eight years from the date of listing and commencement of trading of the Equity Shares, subject to any commercial agreement with the Company for storage of such records. The Registrar shall provide the Company, the Selling Shareholders or any of their assigns and the LM any report that is required by them using the information specified above in a timely manner.

9. 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 any of the Selling Shareholders or the demographic details given by/ of the Bidders/applicants or the Offer, which comes to its knowledge pursuant to its appointment hereunder as the Registrar to the Offer. The Registrar shall adopt high standards of data security and privacy norms, in accordance with the regulatory and statutory provisions.
10. The Registrar shall provide accurately and in a timely manner all information to be provided by it under this Agreement, to ensure proper Allotment and transfer of the Equity Shares, dispatch of instructions to Bankers to the Offer and dispatch of instructions to SCSBs and the Sponsor Bank to unblock the bank accounts of the respective ASBA Applicants or release funds from the Escrow Account pursuant to approval of Basis of Allotment by the Designated Stock Exchange, and dispatch of refund orders to the Anchor Investors (if applicable) without delay, including providing the Escrow Banks with the details of the monies and any surplus amount to be refunded to the Applicants.
11. The Registrar shall be responsible for the correctness and validity of the information furnished by it to the SCSBs and Bankers to the Offer, including in relation to any refunds or unblocking of funds to be made, as the case may be, and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.
12. The Registrar shall ensure that:
 - a. Investors shall be sent first response within three Working Days after receipt of complaint;
 - b. the enquiries and/ or complaints from application, including ASBA Applications are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;
 - c. in accordance with applicable law, ensure the timely unblocking of funds or in case of Anchor Investors refund of the monies received from the Applicants (or part thereof) which are unsuccessful, rejected or withdrawn (to the extent they are unsuccessful, rejected or withdrawn);
 - d. a uniform procedure is followed for processing all Application Forms;
 - e. the Registrar has a proper system to track, address and redress investor complaints;
 - f. adequate steps are taken for proper allocation and Allotment of Equity Shares and unblocking/refund of application monies without delay and as per applicable law;
 - g. it shall provide status update at periodic intervals to the LM, the Company and the Selling Shareholders;
 - h. for the Application Forms which are rejected as invalid because of DP ID/Beneficiary Account ID or PAN particulars captured by the members of the Designated Intermediaries, capture the name and address as and when received and unblock the funds at the earliest;
 - i. the information furnished to the Designated Intermediaries in discharging their responsibility under the ASBA process is correct and valid;
 - j. it maintains an insider list in accordance with the directions of the Company; and
 - k. it shall provide status update at periodic intervals to the LM and the Company.
13. 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; and
 - c. passing of unpublished price sensitive information to any third party, including without limitation, brokers, members of the Stock Exchange and other intermediaries in the securities market, or take any other action which is not in the interest of the investors, Company and the Selling Shareholders.



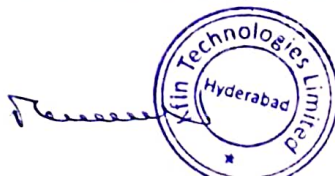
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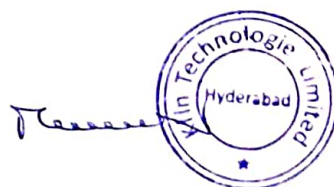


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14. The Registrar confirms that it and its affiliates (wherever applicable) have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws.
15. The Registrar further represents and warrants that:
- (a) neither it nor any of its directors, officers, or employees, or to the Registrar's knowledge, any agent or representative of the Registrar, has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Offer;
 - (b) it is knowledgeable about anti-bribery laws applicable to the performance of this Agreement and will comply with such laws;
 - (c) it will maintain adequate internal controls and procedures to ensure compliance with anti-bribery laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in their books and records, keeping such books and records available for audit for eight years following termination of this Agreement;
 - (d) it has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other person, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant anti-bribery laws;
 - (e) it will immediately notify the Company and the Selling Shareholders if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph; and
 - (f) it will ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged.
16. The Registrar confirms that neither it nor any of its directors, managers or employees, consultants or agents shall, either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading.
17. Immediately on receiving instructions from the Company, and/or the Selling Shareholders and/ or the LM, in accordance with the Escrow and Sponsor Bank Agreement, the Registrar shall send instructions to all the SCSBs and the Sponsor Bank to unblock monies and/or dispatch all the refund orders, as applicable within the period specified in the Offer Documents. If the Company and/or the Selling Shareholders in respect of their portion of the Equity Shares being offered, as the case may be is liable to pay interest due to delay in refunding the amount, where such a delay is attributable solely to the Registrar's failure to initiate refund of the amount or to provide instructions to the SCSBs and the Sponsor Bank to unblock the bank accounts of the respective ASBA Applications within the period stated in the Offer Documents on duly receiving the instruction to do so, the Registrar shall be liable to indemnify the Company and the Selling Shareholders for the cost incurred by the Company and/or the Selling Shareholders (if applicable) in paying the interest, compensation, damage, loss, as per the applicable law. If the Company, the Selling Shareholders and/or the LM are made liable to compensation/damages for, or for any loss in relation to, including but not limited to, delay in credit of Equity Shares to Applicants accounts, where such delay is attributable to 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 on the part of the Registrar to undertake such actions as may be required in connection with the Assignment and as set out in this Agreement, the Registrar shall be liable to indemnify the Company, the Selling Shareholders and/or the LM for such compensation/damage, loss etc. incurred by the Company, the Selling Shareholders and/or LM as the case may be.



18. The Company agrees that the Registrar will not hand over any Application Form or other documents/records pertaining to the Offer to any other person (except to the LM and relevant Stock Exchange) subject to the Registrar having provided prior notice of such disclosure to the Company and the Selling Shareholders, until the completion of dispatch of Allotment Advice, refund orders, credit of Equity Shares etc. The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without the written consent of the Company and the Selling Shareholders. The Company and the Selling Shareholders agree that they will have access to the data/documents pertaining to the Offer at the office of the Registrar only as provided herein. The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without the written consent of the Company and the Selling Shareholders, as the case may be.
19. The Registrar will handle the Assignment from its office at Selenium Tower B, Plot 31-32, Gachibowli, Financial District, Nanakramguda, Hyderabad 500032, Telangana, India which has been declared to SEBI and approved by it for carrying on its activities. The address of its above said office shall be printed in all relevant stationery pertaining to the Offer.
20. The Offer stationery including CAN, certificates, letters of Allotment and Allotment/Allocation advices shall be kept ready and handed over to the Registrar by the Company within one Working Day from the Offer Closing Date 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 and Refund Bank.
21. In case of refunds through electronic means like NACH, direct credit, NECS, NEFT, 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. If the refund orders once sent to the address obtained from the Depositories are returned undelivered, the address and other details given by the Applicants (other than ASBA Applicants) in the Application Form will be used by the Registrar to ensure dispatch of refund orders.
22. The Company, on behalf of itself and the Selling Shareholders, 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 and the Selling Shareholders and agrees to return the excess funds to the Company in case the refunded amount on actuals is less than the estimated amount and the Company agrees that it shall make such onward payment to the Selling Shareholders, as applicable. Any amount provided by the Company in relation to the above, on behalf of the Selling Shareholders, shall be reimbursed to the Company upon successful completion of the Offer. However, in the event that the Offer is withdrawn or not completed for any reason whatsoever, all such Offer related expenses will be borne by the Company.
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 Exchange. In the case of over subscription, allotment will be done in the presence of a stock exchange representative and the Registrar will extend all facilities to complete the allotment process smoothly and speedily. The Company shall also extend necessary help to the Registrar in such matters.
24. The Company agrees that formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by the Designated Stock Exchange and the SEBI as applicable.
25. The Registrar will also initiate action to Allot Equity Shares to the applicants after the approval of Allotment by the board of directors of the Company.

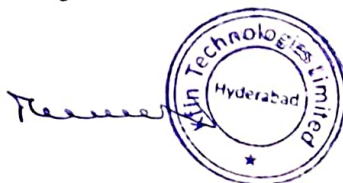


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26. The Registrar shall act as a nodal agency for redressing complaints of Applicants, including providing guidance to Applicants regarding approaching the concerned SCSB, Sponsor Bank or the Designated Intermediaries. The Registrar shall extend all necessary support to the Company, the Selling Shareholders, the LM, the SCSBs, the Sponsor Bank and the concerned Designated Intermediaries, as may be required for the smooth and speedy functioning of the ASBA process.
27. The Company agrees and acknowledges that the Registrar may request for Application Forms directly from the Syndicate, the SCSBs, the Sponsor Bank and the Designated Intermediaries in the event of exceptional circumstances such as discrepancy or invalidity in relation to PAN, DP ID or Client ID and investor complaints/grievances.
28. The Registrar shall provide such information and data as required by the LM with intimation to the Company and the Selling Shareholders and provide certificates as may be reasonably requested by the LM, including at the stage of closure of the Offer.
29. The Registrar shall liaise with each of the Selling Shareholders and the Company to ensure that the Equity Shares offered as part of Offer for Sale are transferred to a Share Escrow Account in accordance with the Share Escrow Agreement.
30. The Registrar also undertakes to carry out its duties and obligations in accordance with the terms of the safety net agreement, if any, entered into with respect to the Offer.
31. The Parties agree that the fees and charges payable to the Registrar for handling the Assignment shall be as specified in **Schedule II** hereunder written, and after deducting all taxes, duties and levies as per applicable law. It is also clarified that, in the event the Registrar is unable to perform the Assignment as envisaged in this Agreement, then the Registrar shall refund all sums that may have been paid to it by the Company on behalf of the Selling Shareholders, or directly by the Selling Shareholders, as the case may be, except for any out-of-pocket expenses. Any amount provided by the Company in relation to the above, on behalf of the Selling Shareholders, shall be reimbursed to the Company upon successful completion of the Offer. However, in the event that the Offer is withdrawn or not completed for any reason whatsoever, all such Offer related expenses will be borne by the Company.
32. The Company may take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omission etc., if so desired. For the avoidance of doubt, the Registrar will not be absolved of its liability or responsibility under this Agreement in the event the Company and /or the Selling Shareholders does not take a special contingency policy to cover risks arising out of fraud, forgery, errors of commission or omission etc.
33. In the event that the performance by any Party of any obligation under or pursuant to this Agreement is prevented, restricted or interfered with by reason of complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious, sustained, political or industrial disturbance or in any other event beyond the reasonable control of the Party seeking to rely on it caused by force majeure, then the Party so affected (the "**Affected Party**") shall upon giving notice to the other Parties be excused from such performance to the extent of such prevention, restriction or interference, provided that it shall use its best endeavors to resume performance of its obligations hereunder as soon as the cause of such prevention, restriction or interference is removed and to mitigate the consequences of such prevention, restriction or interference. Upon receipt of notice from the Affected Party, the other Party shall be similarly excused from performance of its respective obligations hereunder during such period as performance of the Affected Party's obligations is suspended. 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 10 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 10 Working Days' notice to the other Parties of its intention to so terminate this Agreement. However, the Registrar shall continue to be responsible for the work till termination of this Agreement. The Company and the Selling Shareholders (in respect of itself) may terminate this Agreement upon receipt of such a notice from the Registrar.



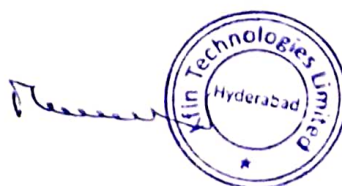
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34. The Company and/or the Selling Shareholders shall be entitled to immediately terminate this Agreement upon notice in the event (i) the certificate of registration held by the Registrar is suspended/ cancelled or SEBI or any other regulatory authority or any court or tribunal debars or suspends or stops the Registrar from carrying on its activities; (ii) the Registrar is in any way prohibited or restrained, either by an order or direction of the SEBI, any other regulatory authority or any court or tribunal or in any other manner, from carrying on its activities as a RTA. For the avoidance of doubt, if the Parties, in accordance with the Offer Agreement, decide not to proceed with the Offer at any time for any reason, this Agreement shall stand terminated immediately without the Registrar having any recourse to any compensation from the Company and/ or the Selling Shareholders and the Registrar would be paid only to the extent of services rendered by it until such termination.
35. 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 LM, the Company and/ or the Selling Shareholders or any newly appointed registrar to the Offer towards taking over duties and responsibilities as the Registrar to the Offer. Should this Agreement be terminated, the Registrar shall be entitled to only such expenses as are actually incurred till the date of such termination. However, the Registrar shall continue to be responsible for the Assignment till the termination of this Agreement.
36. The Registrar shall redress complaints of the applicants within seven days of receipt of the complaint during the term of this Agreement and, shall continue to do so during the period it is required to maintain records under the SEBI RTA Regulations and until the complaints arising out of the Assignment are finally redressed. The Company shall extend necessary cooperation to the Registrar for complying with such provisions of the SEBI RTA Regulations. The Registrar shall provide a status report of redressal of investor complaints and grievances on a fortnightly basis to the Company and the Selling Shareholders and the LM in a mutually agreed format. Similar status reports should also be provided to the Company and the Selling Shareholders as and when required by the Company and the Selling Shareholders.
37. The Registrar's responsibility under the Agreement will be restricted to the duties of the Registrar as agreed to herein and as required under applicable laws including the SEBI RTA Regulations and the SEBI ICDR Regulations, and the Registrar will not be in any way construed to be an agent of the Company or the Selling Shareholders or in any other business of the Company or any of the Selling Shareholders in any manner whatsoever.
38. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default/ error in the services rendered or any deficiency in service or a failure to perform any service contemplated under this Agreement by the Registrar, the Registrar, at its own cost, shall take all measures to immediately rectify such defaults or errors or failure to deliver any service contemplated by this Agreement within a period of two days from the receipt of a written notice of such breach from the Company and the Registrar shall be directly responsible and hereby indemnifies and keep indemnified and harmless the Company, each of the Selling Shareholders Indemnified Parties, the LMs' Indemnified Parties, their respective directors, officers, employees representatives, permitted assigns and successors and their respective agents and advisors, for any liability arising out of such error, deficiency or failure to deliver the services contemplated in this Agreement. The Company and the Selling Shareholders shall, severally and not jointly, be entitled to terminate the Agreement immediately, if the Registrar is unable to rectify such defaults within a period of two calendar days of receipt written notice of such breach from the Company or the Selling Shareholders. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against it, then the Registrar shall within three Working Days upon being instructed by the Company and each of the LM or any of the Selling Shareholder transfer all the documents in its possession including those related to the Equity Shares, to any other registrar/depository as instructed by the Company and/or the Selling Shareholders and/or any of the LM.
39. The Registrar shall act with due diligence, care and skill while discharging the Assignment.



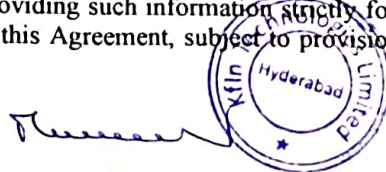
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40. The Registrar unconditionally and irrevocably undertakes and agrees that it shall, at its own cost, indemnify, keep indemnified, defend and hold harmless each of the LMs' Indemnified Parties, each of the Selling Shareholders Indemnified Parties, the Company, their respective affiliates, partners, representatives, directors, officers, employees, and successors, permitted assigns and their respective agents, affiliates and advisors (collectively the "Indemnified Parties") at all times from and against any and all suits, proceedings, claims, actions, losses, damages, penalties, liabilities, cost, awards, judgments, charges, expenses, interests, legal expenses (including attorney's fees and court costs), accounting fees, investigation costs and all other demands which may be made or commenced against the Indemnified Party by any Applicant or holder of the Equity Shares issued/ transferred or by any other third party against the Indemnified Party as a consequence of any act or omission of or any failure or deficiency or error on the part of the Registrar or any of its officers, employees or agents or any of its partners, representatives, directors, management, officers, employees, advisors or other persons acting on its behalf, or otherwise arising out of or relating to activities performed by such persons in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder or otherwise under the applicable law. Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified the Indemnified Parties for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services hereunder or otherwise under the applicable law including but not limited to any liability or loss, direct or indirect, arising out of failure to address investor complaints and in responding to queries relating to such services from SEBI and/or the Stock Exchanges or any other statutory, judicial, quasi-judicial, governmental, administrative or regulatory authority or court of law. The Registrar shall further indemnify and refund all costs incurred by the Indemnified Party, in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement or in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services or role, whether or not in connection with pending or threatened litigation to which any of the Indemnified Parties is a party and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory or regulatory authority or a court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by the Registrar in good faith, and where the Registrar has made all commercially reasonable efforts and has not acted negligently or committed an act of wilful misconduct. In this regard, the Registrar undertakes to immediately, on the date of this Agreement, execute and deliver a letter of indemnity (the "Letter of Indemnity") in the format set out in Annexure A to the LM, to indemnify, at all times, the LMs' Indemnified Parties for any breach or alleged breach of any representation, warranty or undertaking, or any of the terms and conditions set out in this Agreement, any and all losses, liabilities, claims, actions, suits, demands, proceedings, damages, awards, judgements, costs, interests, charges and expenses, including, without any limitation, attorney's fees and court costs arising out of a breach or alleged breach of the duties, obligations and responsibilities of the Registrar under this Agreement, any fine imposed by the SEBI or any other governmental, judicial, quasi-judicial, regulatory, statutory and/or administrative against authority any of the Indemnified Parties or if any information provided to the LM is untrue, incomplete or incorrect in any respect. Provided however, in case of a conflict between the Letter of Indemnity and this Agreement, in relation to the indemnity to the LM's Indemnified Parties, the Letter of Indemnity shall prevail. The Registrar acknowledges and unconditionally and irrevocably agrees that all terms and conditions mentioned in this Agreement will apply to the Letter of Indemnity, and that entering into this Agreement for performing its services to the Company and the Selling Shareholders is sufficient consideration for the Letter of Indemnity.

41. The Company will bear expenses for legal advice/action which may have to be taken for no lapse on the part of the Registrar but for any eventuality which may arise in connection with the Issue, in proportion to the number of Equity Shares Issued by them by way of Issue for sale in the Issue.

42. The Registrar may have to provide certain information regarding the applicant, 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, subject to provision of prior written notice to



the Parties of any request for information received by the Registrar or any information proposed to be shared by the Registrar with applicant.

43. Any notice, communication or documents to be given to the Parties may be given by personal delivery, registered/ speed post, electronic mail, telex or by fax. 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 and if given by fax, electronic mail or telex upon transmission thereof. Provided however that any notice, etc. given by telex or fax, shall be confirmed in writing.

All notices to the Parties shall be addressed as under

To the Company

Name : Ms. Sunita Mohandas
Designation : Chief Financial Officer
Address : 135, Damji Shamji Industrial Premises CHS Ltd, L. B. S. Road,
Vikhroli (West), Mumbai 400083
Tel No : (022) 25775648
Mobile : 9930391859

To the Registrar

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

To Selling Shareholders

1. Sankaranarayanan Ramsubramanian

Address : 901, GHP, Vaishakh, P K Road, Mulund West, Mumbai - 400080
Telephone : +91 9322515088
E-mail : ram@brisk-india.com

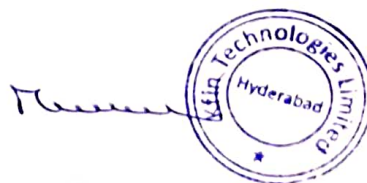
2. Ganapati Chittaranjan Kenkare

Address : A-5, 1/6 Millenium Tower, Sector 9, Sanpada, Navi Mumbai -400705
Telephone : +91 8779323039
E-mail : ganesh@brisk-india.com

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

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

44. The Parties agree that non-compliance of any of the covenants contained herein by any Party may be reported to the SEBI within seven days by any other Party and shall also be reported to the Company, the Selling Shareholders and the LM immediately.

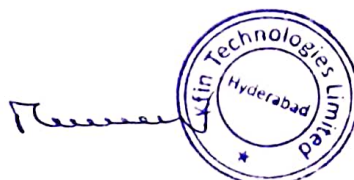


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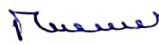
ARBITRATION AND DISPUTE RESOLUTION

45. In the event of any dispute, controversy or claim arising out of or in connection with this Agreement between any or all of the Parties, including any question regarding its existence, validity, interpretation, implementation, alleged breach of terms of this agreement or anything done or omitted to be done pursuant to this agreement or termination, or the legal relationships established by this Agreement (the "**Dispute**"), the parties to the dispute (the "**Disputing Parties**") shall in the first instance seek to resolve the matter amicably through discussion among them. In the event that the Dispute is unresolved within 15 days of commencement of discussion (or such longer period that may be mutually agreed upon by the Parties to the Dispute in writing) by amicable arrangement and compromise, such Dispute shall be resolved by the arbitration proceedings referred to in the Clause 46.
46. Any Dispute shall be referred to and finally resolved by binding arbitration conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended or any re-enactment thereof (the "**Arbitration Act**"). The arbitration shall be conducted by a panel of three arbitrators (one to be appointed by the claimant(s), one to be appointed by the respondent(s), and the third arbitrator to be appointed by the two arbitrators so appointed within 15 days of the receipt of the second arbitrator's confirmation of his/her appointment. In the event that the claimant(s), on the one hand, or the respondent(s), on the other hand, fail to appoint an arbitrator, or the two arbitrators so appointed fail to appoint the third arbitrator as provided in this Clause 47, such arbitrator(s) shall be appointed in accordance with the Arbitration Act. The seat, or legal place, of arbitration shall be Mumbai, India. The language to be used in the arbitral proceedings shall be English. The award shall state the reasons on which it is based and shall be final and binding on the parties and shall be subject to enforcement in any court of competent jurisdiction. Unless the arbitral tribunal directs otherwise, the unsuccessful Disputing Party (ies) shall pay all costs in relation to the arbitral proceedings, including reasonable legal costs incurred by the successful Disputing Party(ies). The arbitration tribunal shall use its best efforts to produce a final and binding award within such period as may be prescribed under the Arbitration Act. The Disputing Parties shall use their best efforts to assist the arbitral tribunal to achieve this objective. Further, in the event that despite best efforts by the Disputing Parties, the arbitration award is not passed within such prescribed period, the Parties agree that such period will automatically stand extended for a further period of six months, without requiring any further consent of any of the Parties.
47. Any reference made to the arbitration tribunal under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement.
48. Subject to the above clauses 45 and 46, all disputes, if any arising out of the Assignment shall be subject to the courts having jurisdiction in Mumbai, India. This Agreement shall be governed by and construed exclusively in accordance with the laws of India, without reference to its conflict of laws rules.
49. The Registrar shall act in accordance with and execute all the instructions communicated to it by the Company, each of the Selling Shareholders and the LM.
50. None of the Parties shall be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Party (provided that such consent shall not be unreasonably withheld or delayed).
51. 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 4(b), 9, 10, 14, 15, 16, 41, 42, 43, 44, 45, 46, 53, 54 and this clause 51 shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents and other information and data which are in the possession or custody of the Registrar shall be handed over to the Company and/or the newly appointed registrar to the Offer, as applicable. The Registrar shall extend all such support as may be required by the Company and the Selling Shareholders or its newly appointed registrar to the Offer towards taking over duties and responsibilities as the registrar to the Offer.






52. If any provision/s of this Agreement is held to be prohibited by or invalid under applicable law or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.
53. 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 Parties also acknowledge, agree and undertake to amend this Agreement to the extent necessary for complying with any change in law brought into effect after the execution of this Agreement (including any modification resulting from any amendment to the SEBI ICDR Regulations and/or any circular or guidance issued by SEBI thereto). The failure or delay of any 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.
54. In no event shall the "Registrar" be liable to the other or any third party for unauthorized access to, or alteration, theft or destruction of, the Company and Selling Shareholder's data, information through accident, fraudulent or unauthorized means or devices or connected in any way with this agreement, or for any claim by any third party. This limitation applies to all causes of action in the aggregate, including, without limitation, to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. The "Registrar" shall be liable to indemnify the Company and Selling Shareholders to extent to which the client has been exposed to claims arising only on account of the services provided by "Registrar". However the liability of "Registrar" to Company and Selling Shareholders for any reason and upon any cause of action shall be limited to the amount actually paid to The Registrar by the Company under this agreement. Neither party shall be liable for loss of profit, loss of business, loss of goodwill or loss of data or any indirect or consequential losses.
55. The Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

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

Signed for and on behalf of KFIN TECHNOLOGIES LIMITED


Authorised Signatory 
Name: M. MURALI KRISHNA
Designation: VICE PRESIDENT

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

Signed by

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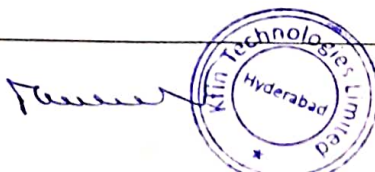
**Ganapati Chittaranjan Kenkare
Promoter and Selling Shareholder**

SCHEDULE I

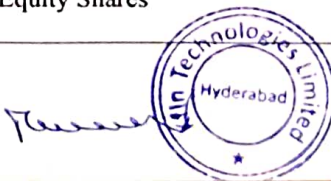
Allocation of activities pertaining to the Assignment between the Parties

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

#	<u>Activity</u>	<u>Party Responsible</u>
I.	PRE-OFFER WORK	
1.	Finalization of the Bankers to Offer, list of branches (controlling (in case of Anchor Investor) and collecting branches)	Company in consultation with LM/Registrar
2.	Design of Application Form, bank schedule, pre-printed stationery, all of whom should be in conformity with applicable laws, regulations and guidelines	Company in consultation with LM/Registrar
3.	Preparing and issuing detailed instructions on procedure to be followed by the Designated Intermediaries.	Registrar in consultation with the LM
4.	Arranging dispatch of applications, schedule for listing of applications to collecting and controlling branches of Bankers to the Offer.	Company in consultation with the LM
5.	Placing of orders for and procuring pre-printed stationery.	Company
II.	OFFER WORK	
1.	Expediting dispatch of applications, final certificate from controlling branches of SCSBs, Bankers to the Offer and obtaining the electronic data from the Stock Exchange	Registrar
2.	Accepting and processing of application at the collection centers designated by the Company including any ASBA Applications at any SCSB, in the manner as prescribed under the SEBI ICDR Regulations	Registrar
3.	a. Collection of final certificate and schedule pages from Nodal branches of SCSBs and the Sponsor Bank c. Processing all Application Forms in respect of the Offer d. upon closure of the Offer, collect the file from the Stock Exchange and validate the DP ID, Client ID and PAN with the depository database and provide a file through the LM to the concerned Depository Participant of the erroneous applicants which will be considered as invalid	Registrar Registrar Registrar
4.	Informing the Stock Exchange/ SEBI and providing necessary certificates to LM on closure of the Offer.	Company / Registrar
5.	Preparing Underwriter statement in the event of under subscription and seeking extension from the Stock Exchange for processing	Registrar/ Company/LM
6.	Processing of applications received from the Designated Intermediaries	Registrar
7.	Numbering of applications and bank schedule and batching them for control purposes	Registrar



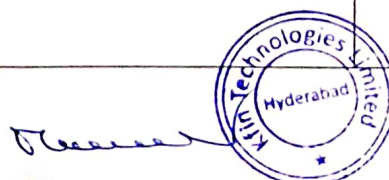

#	Activity	Party Responsible
8.	Send the electronic file with certain fields like application no., number of shares and amount or with any other additional fields as maybe required by the SCSBs/the Sponsor Bank to all the SCSBs/the Sponsor Bank to facilitate validation of the forms which are entered in the Stock Exchange.	Registrar
9.	Transcribing information from documents to magnetic media for computer processing	Registrar
10	Reconciliation of number of Equity Shares applied and money blocked with final certificate received from the SCSBs and the Sponsor Bank	Registrar
11.	Reconciliation of compiled data received from Stock Exchange with details of collection/blocked amounts received from the bankers to the Offer and SCSBs	Registrar
12.	Matching the reconciled data with the depository's database for correctness of DP ID, Client ID and PAN quoted in the forms downloaded from the Stock Exchange.	Registrar
13.	Reject all the applications in the electronic file which do not get validated for the DP ID/Client ID and/or PAN with the depository database. Reconciliation on a regular basis of the data in the application registered on the online IPO system of the Stock Exchange with SCSB data and Sponsor Bank data.	Registrar
14.	Matching with data / reconciliation with Bank Schedules and the final certificate	Registrar
15.	Collection of request, if any for withdrawal of the Application Form and acting thereon received before finalization of basis of allotment.	Registrar
16.	Eliminating invalid Applications below Offer Price	Registrar
17.	Uploading of beneficiary account details to depositories	Registrar
18.	Identify and reject of applications with technical faults and multiple applications with reference to guidelines / procedures. Registrar to prepare the list of technical rejection cases including rejected Applications based on mis-match between electronic Application details and depositories data base.	Registrar / LM / Company
19.	Preparation of inverse number for applicable categories	Registrar
20.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the LM and the Designated Stock Exchange. Keeping a proper record of applications and monies blocked from the Applicants and paid to the SCSB's/Bankers to the Offer.	Registrar
21.	Finalizing Basis of Allotment after approval of the Designated Stock Exchange.	Company in consultation with Registrar/ LM
22.	Preparation of fund transfer schedule based on the approved allotment.	Registrar
23.	Assisting the Company in instructing the Depository to carry on the lock-in for pre- Offer capital. Preparation of list of Allottees entitled to receive Equity Shares	Registrar



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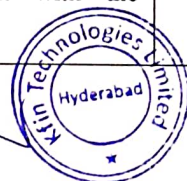
#	Activity	Party Responsible
24.	Allotment of shares on the basis of formula devised by the Stock Exchange. Preparing a statement of Applications rejected, separately for QIBs, Non Institutional Investors and Retail Individual Investors, along with reasons for rejection of the Applications.	Company / Registrar
25.	Once Basis of Allotment is approved by Designated Stock Exchange, the Registrar shall provide the following details to the Controlling Branches (CB) of each SCSB and the Sponsor Bank, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Company's account within the timelines specified in the ASBA process: (i) Number of shares to be Allotted against each valid Application. (ii) Amount to be transferred from the Escrow Account/ relevant bank account to the Company's Public Offer Account, for each valid Application. (iii) The date by which the funds referred in sub-para (ii) above, shall be transferred to the Company's account. Details of rejected Applications, if any, along with the reasons for rejections and details of withdrawn/unsuccessful ASBAs, if any, to enable SCSBs and the Sponsor Bank to unblock the respective bank accounts.	Registrar
26.	Unblocking the relevant bank account for: Transfer of requisite money to the Company's account against each valid Application Form Withdrawn or rejected or unsuccessful Application Form	SCSB / Sponsor Bank
27.	Confirm the transfer of requisite money against each successful Application Form	Controlling branch of SCSB / Sponsor Bank
28.	Assisting in obtaining of certificate from auditors that the Allotment has been made as per Basis of Allotment	Company/ Registrar
29.	Preparation of reverse list, list of allottees and non-allottees as per the basis of allotment approved by the Stock Exchange for applicable categories	Registrar
30.	Preparation of allotment register-cum-return statement, register of members index register	Registrar
31.	Credit to respective Demat accounts in time as specified in the Red Herring Prospectus and SEBI ICDR Regulations.	Registrar
32.	Preparation of list of brokers, SCSBs, SEBI registered RTAs, DPs authorized to accept and apply as per information provided on the website of the Stock Exchange to whom brokerage is to be paid.	Registrar
33.	Printing of Allotment Advice	Registrar
34.	Printing postal journal for dispatching Allotment Advice cum refund orders and intimation of investors (NECS) by registered Post	Registrar



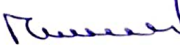

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#	Activity	Party Responsible
35.	Printing of distribution schedule for submission to the Stock Exchange where listing is being done.	Registrar
36.	Providing pre-printed stationery and advance amount for postage and demat uploading expenses	Company
37.	Submission of the required file to the Refund Banker for payments to be made through the electronic mode for Anchor Investors	Registrar
38.	Overprinting of Allotment Advice, intimation and refund orders, if any	Registrar
39.	Mailing of documents by registered/speed post wherever required	Registrar
40.	Binding of application forms, application schedule and computer outputs	Registrar
41.	Payment of consolidated stamp duty or procuring and affixing stamps of appropriate value	Company
42.	Dispatch of Allotment Advice and CAN within the Registrar timeframe specified in Offer Documents and applicable law.	Registrar/Company
43.	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division) if Allotment cannot be made within the stipulated time.	Company/ LM
44.	To ensure that the Equity Shares are issued/transferred and Allotted only to permitted categories of investors	Registrar
45.	Calculation of the commission payable to Designated Intermediaries as per the timelines stipulated in the Offer Documents and SEBI circulars as applicable	Registrar
46.	To ensure that the Equity Shares are issued/transferred and Allotted to persons and entities in accordance with the provisions of the RHP and the Prospectus	Registrar
47.	Establishing proper grievance redressal mechanism during the period of the Offer and after the closure of the Offer, as per Offer Documents. and to ensure settlement of all investor complaints	Registrar/ Company
48.	Publishing the allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in all newspapers where the Offer Opening/ Closing advertisements have appeared earlier.	Company in consultation with the LM
49	<p>Providing all the relevant reports for listing and trading of Equity Shares, within the timelines mentioned in the Offer Documents, in consultation with the Company and the LM.</p> <p>Providing information for Form FC-GPR/ FC-TRS, other forms for filing with Reserve Bank of India / relevant authorities in relation to allotment of shares / receipt of funds from NRIs, FPIs, non-residents etc.</p> <p>Finalizing various post-Offer monitoring report, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/LM.</p>	Registrar



#	<u>Activity</u>	<u>Party Responsible</u>
	Coordinating with the Stock Exchange and Company, in consultation with the LM, for release of the security deposits provided by the Company to the Stock Exchange in relation to the Offer.	




SCHEDULE II

FEES PAYABLE TO REGISTRAR

No.	Particulars	Rate	Fees (₹)
1.	Processing fee per application	Lumpsum	₹40,000/- (Rupees Forty Thousand) only
2.	Validating data pertaining to depository option		
3.	Preparing soft copy of CAN's		
4.	Preparation of files to ASBA banks for blocking/unblocking of investors account through the Sponsor Bank		
5.	Charges for preparing bulk mailing register		
6.	Reconciliation between application files & amount blocked by ASBA Banks		
7.	Preparation of Basis of Allotment		
8.	Fees payable for coordination, collection of schedules through emails, Provisional and Final Certificates from the SCSB Banks for both Direct/Syndicate ASBA applications/ Applications		
9.	Assisting the Company in Listing		
10.	Servicing of Investor, Hosting Investor Allotment / non allotment information on KFinTech's Website		

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

1.4.2: Reimbursement of other expenses

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

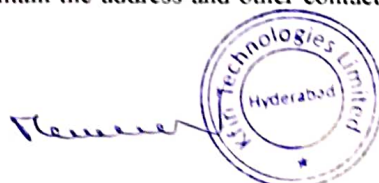
1.4.3: Pre printed stationery

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

1.4.4: Payment terms

An amount of Rs.NIL should be paid to us as advance at the time of appointment and signing of the Contract. This payment is required to defray expenses to be incurred by us . The following schedule of payment may please be noted:

1. 40% of our fees on closure of the issue, comprising of Registrars fees, and reimbursable expenses (excluding postage and stamp duty)
2. The balance 60% of our 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 Regional Stock Exchange
3. In order to maintain the flow of all the activities, we request that the schedule for advances for expenses may be paid to us promptly
4. The billing will be undertaken by us in three parts. The first interim bill will be raised immediately after closure of the issue to cover 40% of our fee based on reported figures, excluding advance, if any, received. The second interim bill will be raised immediately on finalization of basis of allotment. The final bill will be submitted by us within 20 days from the date of dispatch. The balance amount, if any, due and payable to us, will have to be released within a week of submission of our final bill
5. All stationery related to the IPO would contain the address and other contact details as given below:



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KFin Technologies Limited

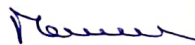

Selenium Tower-B, Plot No. 31 & 32, Gachibowli,
Financial District, Nanakramguda, Serilingampally,
Hyderabad - 500032, Telangana

Phone: 040-67162222

Fax: 040-23431551

Toll Free no.: 1800-345-4001

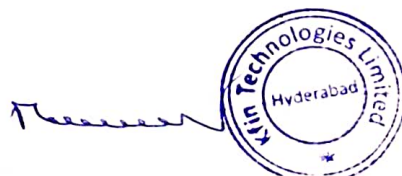
Contact person: Mr. M. Murali Krishna, VP




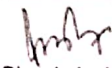

SCHEDULE III
LIST OF SELLING SHAREHOLDERS

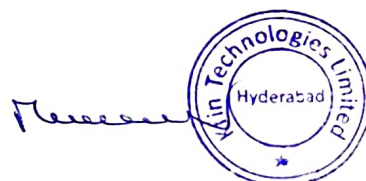
Sl. No.	Name of the Selling Shareholder
Selling Shareholders	
1.	Mr. Sankaranarayanan Ramsubramanian
2.	Mr. Ganapati Chittaranjan Kenkare



SCHEDULE IV

Certificate of Registration of the Registrar

निर्गम रजिस्ट्रार और शेयर अंतरण अधिकर्ता	फॉर्म B FORM B	REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS
भारतीय प्रतिभूति और विनियम बोर्ड SECURITIES AND EXCHANGE BOARD OF INDIA [निर्गम-रजिस्ट्रार और शेयर अंतरण अधिकर्ता] विनियम, 1993 (Registrars to an Issue and Share transfer agents) Regulations, 1993 (विनियम 8) (Regulation 8)		
001430	रजिस्ट्रीकरण का प्रमाणपत्र CERTIFICATE OF REGISTRATION	
<p>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 अधिकर्ता/प्रवर्ग-II में निर्गम-रजिस्ट्रार/शेयर अंतरण अधिकर्ता को सूचय</p> <p>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</p>		
<p>KFIN TECHNOLOGIES LIMITED Selenium, Tower B, Plot No. 31 and 32 Financial District, Nanakramguda, Serilingampally Hyderabad- 500032 Telangana, India</p>		
<p>को नियमों की शर्तों के अधीन रहते हुए और विनियमों के अनुसार क्रियान्वयन करते के लिए, जैसे उसमें विनिर्दिष्ट है, इसके द्वारा रजिस्ट्रीकरण का प्रमाणपत्र देता है।</p> <p>as registrars to an issue and share transfer agent in Category I/registrars 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.</p>		
<p>II. निर्गम-रजिस्ट्रार और शेयर अंतरण अधिकर्ता का रजिस्ट्रीकरण कोड</p> <p>II. Registration Code for the registrar to an issue and share transfer agent is INR000000221</p> <p>This Certificate of registration shall be valid for permanent, unless suspended or cancelled by the Board</p>		
<p>III. जब तक नवीकृत न किया जाए रजिस्ट्रीकरण प्रमाणपत्र तक विधिमान्य है।</p> <p>III. Unless renewed, the certificate of registration is valid from</p>		
स्थान Place	Mumbai	
तारीख Date	April 1, 2022	
*जो लागू न हो उसे हटा दें। *Delete whichever is not applicable		
		जादेश से भारतीय प्रतिभूति और विनियम बोर्ड के लिए और उससे ओर से By order For and on behalf of Securities and Exchange Board of India
		 Dinesh Joshi प्राधिकृत हस्ताक्षरकर्ता / Authorised Signatory



Letter of Indemnity

To
Sun Capital Advisory Services Private Limited
302, 3rd Floor, Kumar Plaza, Near Kalina Market, Kalina
Kurla Road, Santacruz East, Mumbai 400029
(the "Lead Manager" or "LM")

Re: Letter of indemnity to the LMs by KFIN Technologies Limited (the "Registrar") pursuant to the Registrar Agreement entered into amongst Brisk Technovision Limited (the "Company"), the Selling Shareholders (defined herein) and KFIN Technologies Limited (the "Registrar") dated 12/09/2023 (the "Registrar Agreement")

Ajesh

Dear Sir(s),

- The Company proposes to undertake an initial public offering of equity shares of face value ₹ 10 each of the Company ("Equity Shares") comprising an offer for sale of Equity Shares ("Offered Shares") up to 4,00,000 Equity Shares by Sankaranarayanan Ramasubramanian ("Selling Shareholder No.1") and up to 4,00,000 Equity Shares by Ganapati Chittaranjan Kenkare ("Selling Shareholder No.2"), and together with the Selling Shareholder No.1, referred to as the "Selling Shareholders" and such offer for sale, the "Offer for Sale" and the offer, the "Offer". The Offer shall be undertaken through the fixed price method ("Fixed Price"), as prescribed in Regulation 229(1) of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time ("SEBI ICDR Regulations"), at such price as may be determined by the Company, the LM and the Selling Shareholders, (the "Offer Price") in accordance with the Companies Act, 2013, the SEBI ICDR Regulations and other Applicable Laws. (as defined below). The Offer will be made (i) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations; and (ii) outside the United States and India, in "offshore transactions" as defined in and made in reliance on Regulation S ("Regulation S") under the United States Securities Act of 1933, as amended (the "U.S. Securities Act") and exemptions for non-public offerings where those offers and sales are made, and in each case, in compliance with Applicable Law.
- The Company has approached the Registrar to act as the Registrar to the Offer in accordance with the terms and conditions detailed in this Registrar Agreement and in the manner as required under the various rules, regulations and circulars as applicable, framed by the Securities and Exchange Board of India ("SEBI"), as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended, from time to time. The Registrar has been appointed as the Registrar to the Offer by the Company, after consultation with the LM, in accordance with Regulation 244(7) of the SEBI ICDR Regulations and Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the "RTA Regulations"). In this regard, the Registrar has entered into a Registrar Agreement with the Company. The Registrar confirms that it has read and fully understands the SEBI ICDR Regulations and the RTA Regulations and all the relevant circulars, notifications, guidelines and regulations issued by the SEBI (including in relation to Application Supported by Blocked Amount ("ASBA") and Unified Payments Interface ("UPI") and other Applicable Laws in so far as the same is applicable to its scope of work undertaken pursuant to the Registrar Agreement and the time prescribed within which the allotment and listing of the Equity Shares should be completed and is fully aware of its obligations and the consequences of any default or error on its part.
- The Registrar confirms that it is an entity registered with the SEBI under the RTA Regulations having a valid and subsisting registration no. INR000000221 to act as a Registrar to the Offer (the terms and conditions detailed in the Registrar Agreement including the activities pertaining to and services provided by the Registrar to the Offer are hereinafter collectively referred to as the "Assignment" and include all duties, obligations and responsibilities required to be discharged by a registrar to an offer in the manner as required under the various rules, regulations and circulars notified and as prescribed by SEBI and other Applicable Laws), and the Registrar has accepted the Assignment as per the terms and conditions detailed in this Registrar Agreement. The Board by its resolution dated June 28, 2023 approved the appointment of KFIN Technologies Limited as the Registrar to the Offer.
- The Registrar acknowledges that the LM may be exposed to liabilities or losses if there is any error or failure to perform the Assignment by the Registrar to the Offer and/ or failure in complying with any of its duties, obligations and responsibilities under the Registrar Agreement and any other legal requirement applicable in relation to the Offer.
- The Registrar undertakes to the LM that it shall act with due diligence, care, skill and in accordance with Applicable Law, within the timelines prescribed while discharging the Assignment and its duties, obligations and responsibilities under the Registrar Agreement and this Letter of Indemnity. The Registrar agrees that the obligations of the Registrar under the Registrar Agreement are incorporated in this letter *mutatis mutandis*.
- The Registrar further represents, warrants and undertakes to the LM to:

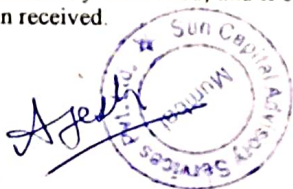
Ajesh
Sun Capital Advisory Services Private Limited
Mumbai

Manasa
KFIN Technologies Limited
Hyderabad

- a) fully co-operate and comply with any instruction the LM may provide in respect of the Offer including but not limited to any instructions in relation to requirements in accordance with SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 and SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022,
 - b) ensure compliance with Applicable Laws including the provisions of the SEBI ICDR Regulations, as amended, and any circulars issued thereunder (including the Relevant SEBI Circulars and UPI Circulars); and
 - c) comply with the terms and conditions of the Registrar Agreement and this Letter of Indemnity.
7. The Registrar confirms that it is fully aware of all relevant provisions of the SEBI ICDR Regulations, the RTA Regulations and all the relevant circulars, notifications, guidelines and regulations issued by SEBI (including in relation to ASBA and UPI) and the time prescribed within which the allotment and listing of Equity Shares should be completed and other applicable laws in relation to its scope of work to be undertaken under the Registrar Agreement and is fully aware of its obligations and the consequences of any default or error on its part.
8. Pursuant to the provisions of the Registrar Agreement and in consideration of its appointment as the Registrar to the Offer, the Registrar has undertaken to execute and deliver this Letter of Indemnity to the LM to fully indemnify, defend and hold harmless, at its own cost and expense, at all times, the LM and its Affiliates and each of their respective affiliates, partners, directors, promoters, management, representatives, officers, employees, associates, advisors, successors, intermediaries and agents or other persons acting on its behalf and permitted assigns, and each other person if any, that directly or indirectly, through one or other intermediaries, controls or is controlled by or is under common control with such indemnified persons (collectively, the "LMs' Indemnified Parties") at all times as per the terms of the indemnity below. The Registrar acknowledges and agrees that entering into the Registrar Agreement for performing its services to the Company is sufficient consideration for this Letter of Indemnity issued in favour of the LM.
9. Accordingly, the Registrar hereby unconditionally and irrevocably undertakes and agrees to indemnify and keep indemnified the LMs' Indemnified Parties, at all times, that in case of breach or alleged breach or failure, deficiency, omission or error in performance of or compliance of any provision of law, regulation or order of any court, legal, governmental, regulatory, statutory, judicial, quasi-judicial and/or administrative authority or from its own breach, delay, negligence, fraud, misconduct, wilful default or bad faith, if any, in performing its duties, obligations and responsibilities or of any of the terms and conditions, covenants, undertakings, representations and warranties mentioned in the Registrar Agreement or this Letter of Indemnity by the Registrar and/or any of its partners, representatives, officers, directors, employees, agents, advisors, management, successors, permitted assigns or other persons acting on its behalf (the "Indemnifying Parties"), and/or if any information provided by the Registrar or any of the Indemnifying Parties to any of the LMs' Indemnified Parties is untrue, incomplete or incorrect in any respect, the Registrar shall, at its own cost and expense, and upon first demand by the LM indemnify, defend and hold each of the LMs' Indemnified Parties free and harmless at all times from and against any and all suits, proceedings, claims, demands, actions, losses, liabilities, writs, damages, actions, awards, judgments, costs, interest costs, charges and expenses, including without limitation, interest, penalties, legal expenses (including attorney's fees), accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs and court costs arising out of such breach (or alleged breach), actions, demands and all other liabilities, which may be made or commenced by the Bidders for the Equity Shares (including ASBA Bidders), any holder of the Equity Shares or any other person, whether or not such LMs' Indemnified Party is a party to such claims liabilities or legal process; or arising out of, or in connection with, any breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court, statutory and/or regulatory, judicial, governmental, quasi-judicial, or administrative authority, or any of the representations and warranties, terms and conditions set out in the Registrar Agreement, or any delay, failure, negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar's obligation and responsibilities under the Registrar Agreement, or against the LMs' Indemnified Party, including as a consequence of any act or omission of, or any negligence, failure, deficiency, default or error on the part of the Registrar or any of the Indemnifying Parties in performing the Assignment or fulfilling any of its functions, duties, obligations or services under the Agreement and this Letter of Indemnity, including without limitation, against any fine imposed by SEBI and/or the Stock Exchanges or any other governmental, statutory, regulatory, judicial, quasi-judicial and/or administrative authority and/or other amounts payable or paid (including applicable taxes and statutory charges, if any) by the LM including any interest and/or penalty on account of delays in redressal of grievances in relation to the unblocking of UPI Bids or any other reason, in accordance with the SEBI Circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, read with the SEBI Circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 and SEBI Circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022 and / or any other Applicable Laws and any subsequent circulars or notifications that may be issued by SEBI in this regard.
10. The Registrar shall further upon first demand by the LM, indemnify and refund on demand all costs, charges, interest, penalties, other professional fees and expenses, including without limitation, attorney fees and court costs incurred by the LM's Indemnified Parties in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory or regulatory action or proceeding, in any jurisdiction related to or arising out of the Registrar's activities, services, or role in the connection with the Offer, whether or not in connection with pending or threatened litigation to which any of the LMs' Indemnified Parties is a party, in each case as such expenses are incurred or paid, including in addressing investor complaints which otherwise would have been addressed by the Registrar in

the performance of the services contemplated under the Registrar Agreement and this Letter of Indemnity and in responding to queries relating to such services from SEBI and/or the Stock Exchanges and/or any other statutory, judicial, administrative, quasi-judicial, governmental and or regulatory authority or a court of law.

11. This Letter of Indemnity shall be effective from the date of execution of the Registrar Agreement. Further, this Letter of Indemnity shall survive the expiry or termination of the Registrar Agreement. The provisions of this Letter of Indemnity are not affected by any other terms (including any limitations) set out in the Registrar Agreement and shall be in addition to any other rights that the LMs' Indemnified Parties may have at common law or equity and/or otherwise which may be made or commenced against or incurred by any LMs' Indemnified Party as a consequence of any act or omission of, or any failure, default, deficiency or error on the part of, any Indemnifying Party in performing the Assignment and services under the Registrar Agreement and this Letter of Indemnity.
12. This Letter of Indemnity may be amended or altered only with the prior written approval of the LM.
13. The Registrar acknowledges and agrees that the LM shall have all the rights specified under the provisions of Registrar Agreement but shall not have any obligations or liabilities to the Registrar or the Company or the Selling Shareholders or any other party, expressed or implied, direct or indirect, under the terms of the Registrar Agreement or this Letter of Indemnity.
14. The Registrar acknowledges and agrees that all terms and conditions mentioned in the Registrar Agreement will apply to this Letter of Indemnity, wherever applicable. In the event of inconsistency between the terms of this Letter of Indemnity and the Registrar Agreement, the terms of this Letter of Indemnity shall prevail.
15. The Registrar hereby agrees that failure of any of the LMs' Indemnified Party to exercise part of any of its right under this Letter of Indemnity in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other LMs' Indemnified Party of any of its rights established herein.
16. This Letter of Indemnity may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of executed signature pages by e-mail or electronic transmission (including via scanned PDF) shall constitute effective and binding execution and delivery of this Letter of Indemnity.
17. In case of any dispute in between the LM and Registrar in relation to this Letter of Indemnity, the courts at Mumbai, India, shall have sole and exclusive jurisdiction over the disputes arising out of the arbitration proceedings mentioned herein below, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration and Conciliation Act, 1996.
18. Notwithstanding anything contained in the Registrar Agreement, if any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity or the validity, interpretation, implementation, breach or alleged breach of the terms of this Letter of Indemnity or anything done or omitted to be done pursuant to this Letter of Indemnity, then any party may refer the dispute or difference of claim for resolution to an arbitration tribunal. All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996 or any re-enactment thereof and shall be conducted in English. The arbitration (seat and venue) shall take place in Mumbai, India, and shall be subject to enforcement in any court of competent jurisdiction. The arbitration shall be conducted by a panel of three arbitrators. Each of the claimant(s) (acting together) and the respondent(s) (acting together) in the dispute shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third or the presiding arbitrator within 14 days of appointment of the second arbitrator, failing which the third arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. Each of the arbitrators so appointed under this sub-clause shall have at least five years of relevant experience in the area of securities and/or commercial laws. The parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final, conclusive and binding on the parties. This Letter of Indemnity, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed and construed in accordance with the laws of India.
19. All capitalized terms not specifically defined herein unless specifically defined in the Registrar Agreement or required by the context in which they are referred to shall have the same meaning ascribed to such terms under the Draft Prospectus and Prospectus in relation to the Offer including any amendments, addendums or corrigenda issued thereto, to be filed by the Company with the BSE Limited and the Registrar of Companies, as may be applicable.
20. Any notice or other communication given pursuant to this Letter of Indemnity must be in writing and (a) delivered personally, (b) sent by electronic mail, (c) or sent by speed post/ registered post A.D., postage prepaid, to the address of the party specified herein below. All notices and other communications required or permitted under this Letter of Indemnity that are addressed if delivered personally or by overnight courier shall be deemed given upon delivery; if sent by electronic mail, be deemed given when electronically confirmed, and if sent by speed post/ registered post A.D./postage prepaid, be deemed given when received.



In case of the LM:

Sun Capital Advisory Services Private Limited

302, 3rd Floor, Kumar Plaza, Near Kalina Market, Kalina Kurla Road, Santacruz East, Mumbai 400029
Tel: 022 6178 6000

Email: ajesh@suncapital.co.in
Attention: Mr. Ajesh Dalal

In case of the Registrar:

KFIN Technologies Limited

Selenium Tower B, Plot 31 & 32
Gachibowli, Financial District
Nanakramguda, Serilingampally
Hyderabad 500032
Telangana

Tel: +91 9177401071
Email: murali.m@kfintech.com
Attention: Mr. Murali Krishna



This signature page forms an integral part of the letter of indemnity provided by KFIN Technologies Limited to Sun Capital Advisory Services Private Limited pursuant to the registrar agreement entered into between, Brisk Technovision Limited, the Selling Shareholders and KFIN Technologies Limited.

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

A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text "KFIN Technologies Limited" around the perimeter and "Hyderabad" in the center.

Authorised Signatory

Name: **N. MURALI PRASAD**
Designation: **VICE PRESIDENT**

This signature page forms an integral part of the letter of indemnity provided by KFIN Technologies Limited to Sun Capital Advisory Services Private Limited pursuant to the registrar agreement entered into between, Brisk Technovision Limited, the Selling Shareholders and KFIN Technologies Limited.

For and on behalf of Sun Capital Advisory Services Private Limited

Ajesh

Authorised Signatory
Name:
Designation:

