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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT DATED 5TH FEBRUARY, 2024 TO THE REGISTRAR AGREEMENT DATED SEPTEMBER 29, 2023, ENTERED INTO BY AND AMONG POPULAR VEHICLES AND SERVICES LIMITED, THE SELLING SHAREHOLDER AND LINK INTIME INDIA PRIVATE LIMITED.

GL No. 23818 Value Rs 1000
Issued to

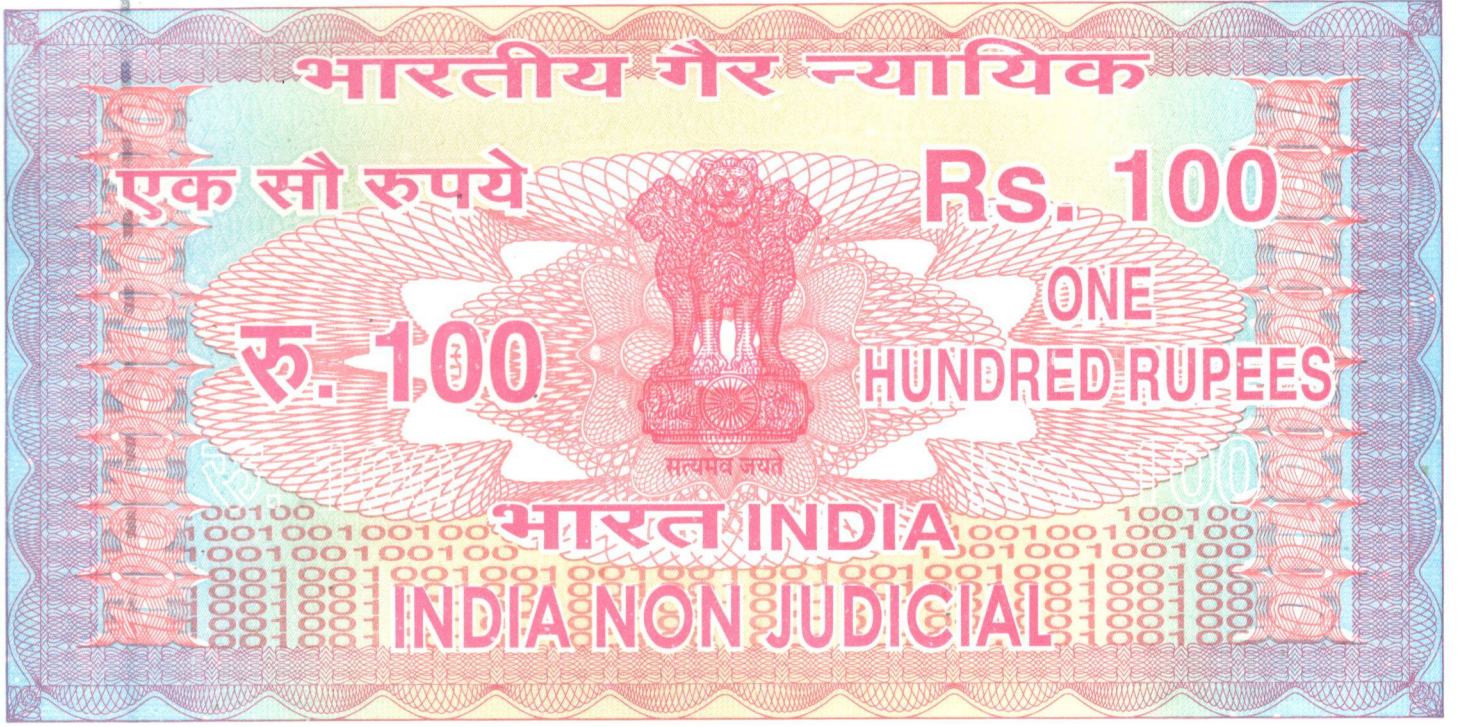
11/10/2021

Popular Vehicles & Services Ltd.
Kilimnapalam Vender

K.R. Sugathia Kumari Thankachy

Kanduvallur An Mezhilur manangalam





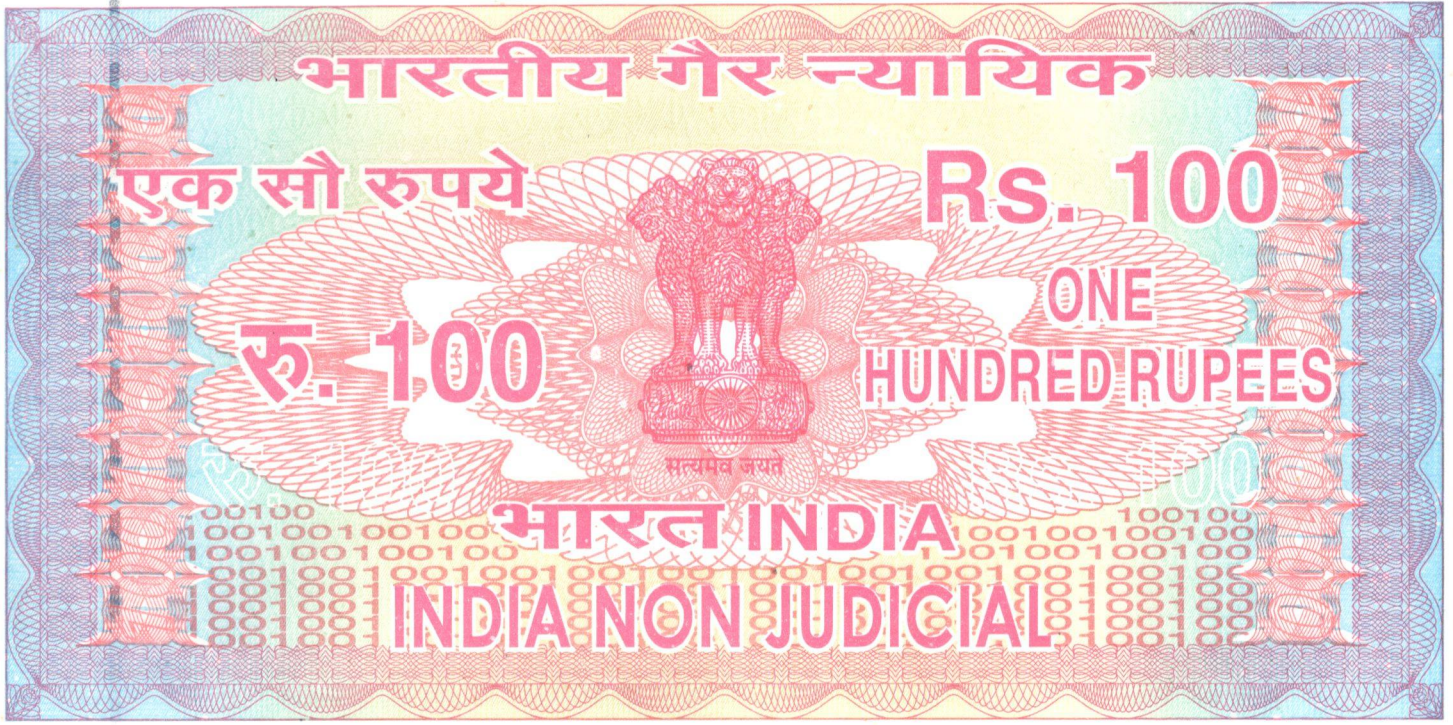
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No. 74649 Date 30.12.2023
Value of Rs. 100/-
Sold To: JAYAKUMAR G
Stamp Vendor
High Court Of Kerala
Ernakulam





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AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT

DATED FEBRUARY 5TH, 2024

BY AND AMONG

POPULAR VECHILES AND SERVICES LIMITED

AND

THE SELLING SHAREHOLDER (AS LISTED IN SCHEDULE I)

AND

LINK INTIME INDIA PRIVATE LIMITED

This amendment agreement (the “**Amendment Agreement**”) to the agreement dated September 28, 2023, entered into between the Parties (*defined herein below*) (the “**Registrar Agreement**”) is made in Ernakulam, Kerala on this 5th day of February, 2024, by and among:

- (1) **POPULAR VEHICLES AND SERVICES LIMITED**, a company incorporated under the Companies Act, 1956, as amended, and having its registered office at Kuttukaran Centre, Mamangalam, Cochin, Ernakulam 682 025, Kerala, India (hereinafter referred to as the “**Company**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

- (2) **THE PERSONS NAMED IN SCHEDULE I HERETO** (hereinafter referred to together as the “**Selling Shareholder**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and permitted assigns) of the **SECOND PART**;

AND

- (3) **LINK INTIME INDIA PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, as amended and having its registered office at C-101, 1st Floor, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India, (hereinafter referred to as the “**Registrar**” or “**Registrar to the Offer**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**.

The Company, the Selling Shareholder and the Registrar are together referred to as “**Parties**”, and individually as “**Party**”, as the context may require.

WHEREAS

1. The Company is proposing to undertake an initial public offering of its equity shares of face value of ₹2 each (“**Equity Shares**”) comprising of a fresh issue of Equity Shares by the Company (the “**Fresh Issue**”) and an offer for sale of Equity Shares (“**Offered Shares**”) by the Selling Shareholder (“**Offer for Sale**” and together with the Fresh Issue, the “**Offer**”), in accordance with the Companies Act, 2013, including any rules, regulations, clarifications and modifications thereto, each as amended (“**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”) and other applicable laws. It is clarified that the Offer will be mandatorily undertaken under the T+3 listing basis as per the Securities and Exchange Board of India (“**SEBI**”) circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023.
2. The board of directors of the Company (“**Board**”), pursuant to a resolution dated September 14, 2023, have approved and authorized the Offer. Further, pursuant to Section 62(1)(c) of the Companies Act, the Fresh Issue has been approved by a special resolution adopted by the Shareholders of the Company at the extraordinary general meeting of the Shareholders held on September 8, 2023.
3. The Company filed a draft red herring prospectus dated September 28, 2023 (“**DRHP**”) with BSE Limited, National Stock Exchange of India Limited (together, the “**Stock Exchanges**”) and SEBI and is in the process of filing the Red Herring Prospectus and the Prospectus with the Registrar of Companies, Kerala at Ernakulam (the “**RoC**”) and has received the final observation letter on the DRHP dated December 15, 2023 (“**Final Observation Letter**”).
4. In connection with the Offer and the Final Observation Letter and subsequent discussions amongst the Parties, certain decision-making rights provided to the Company and Selling Shareholder have been amended and accordingly, the Parties now propose to enter into this Amendment Agreement to amend the Registrar Agreement.

NOW THEREFORE, the Parties do hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (a) All capitalized terms used in this Amendment Agreement but not defined hereunder, unless the context otherwise requires, shall have the same meanings as ascribed to them under the Registrar Agreement or the DRHP, as the case may be.
- (b) Rules of interpretation set out in Clause 1 of the Registrar Agreement (*Interpretation*) shall, unless the context otherwise requires, apply to this Amendment Agreement *mutatis mutandis*.
- (c) This Amendment Agreement shall constitute a part of, and shall be read together with, the Registrar Agreement. All references to the Registrar Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Registrar Agreement, as amended by this Amendment Agreement. The Registrar Agreement read along with the Amendment Agreement shall constitute the entire agreement between the Parties relating to the subject matter of the Registrar Agreement and all terms and conditions of the Registrar Agreement shall continue to remain valid, operative, binding, subsisting, enforceable and in full force and effect, save and except to the extent amended by this Amendment Agreement. Each Party hereto represents and warrants that it is duly authorized to execute and deliver this Amendment Agreement and that this Amendment Agreement constitutes a valid and legally binding agreement on its part with respect to the matters stated herein.
- (d) In case of conflict between the provisions of this Amendment Agreement and the Registrar Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.

2. AMENDMENTS TO THE REGISTRAR AGREEMENT

- (a) The existing Recital A stands deleted in its entirety and shall be substituted as follows:

*“The Company, **acting through its IPO Committee**, in consultation with the BRLMs, propose to undertake an initial public offering of its equity shares of face value of ₹2 each (“**Equity Shares**”) comprising of a fresh issue aggregating up to ₹2,500 million by the Company (“**Fresh Issue**”) and an offer for sale of Equity Shares (“**Offered Shares**”) by the Selling Shareholder (“**Offer for Sale**”) and together with the Fresh Issue, the “**Offer**”). The Offer shall be undertaken through the book building method (“**Book Building**”), as prescribed in Regulation 6(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 discovered or determined based on Book Building and as agreed to by the Company, acting through its IPO Committee, in consultation with the book running lead managers to the Offer namely, ICICI Securities Limited, Nuvama Wealth Management Limited, and Centrum Capital Limited (“**BRLMs**” or “**Lead Managers**”) in accordance with the Companies Act, 2013, as amended (“**Companies Act**”) including any rules, regulations, clarifications and modifications thereto, each, the SEBI ICDR Regulations and other Applicable Laws (as defined herein). The Offer will be made (i) within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations and in compliance with Regulation S (“**Regulation S**”) under the U.S. Securities Act of 1933, as amended (“**U.S. Securities Act**”); and (ii) outside the United States and India, to institutional investors in offshore transactions in compliance with Regulation S. No offer or issue shall be made to any investor in the U.S. The Offer may also include allocation of Equity Shares to certain Anchor Investors, on a discretionary basis, by the Company, acting through its IPO Committee, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations.”*

- (b) the existing clause 9(hh) stands deleted in its entirety and shall be substituted as follows:

“screen, identify and list applications with technical errors, multiple applications or those that could be considered liable for rejection as per regulations issued by SEBI and other relevant government bodies and as specified in the Offer Documents and rejecting such applications in consultation with

the Company, **acting through its IPO Committee**, and the Lead Managers. It is understood that a technical rejection list will be prepared based on the electronic Bid files received from the Stock Exchanges without reference to the physical Bid cum Application Forms”

- (c) the existing clause 9(www) stands deleted in its entirety and shall be substituted as follows:

“To prepare a list of Allottees entitled to Allotment of the Equity Shares and preparing the CAN, the Allotment Advice in consultation with the Company, **acting through its IPO Committee**, and the Lead Managers, post communication of the Basis of Allotment by the Company and prepare funds unblocking schedule based on approved Basis of Allotment and to assist the Company and the Selling Shareholder for credit of Equity Shares upon Allotment/lock-in for pre-Offer capital within the timeline prescribed by SEBI from time to time and in giving instructions to the Depositories to carry out corporate action for credit of shares upon allotment/lock-in for the pre-Offer share capital as per the SEBI ICDR Regulations and to receive confirmation of lock-in, instructions to Sponsor Bank(s), SCSB's/Escrow Collection Bank for unblocking/transferring of funds to Public Offer/Refund account within the prescribed timeline from the Bid/Offer Closing Date and lock-in within the timeline prescribed by SEBI from time to time. For any delay solely attributable to the Registrar, the Registrar will be responsible and if any interest or any damages is payable on account of such delay then the Registrar shall be bound to indemnify the Lead Managers' Indemnified Parties and the Company Indemnified Parties and the Selling Shareholder, for the cost incurred on account of payment of such interest or damages;”

- (d) The existing clause 9(III) stands deleted in its entirety and shall be substituted as follows:

“To dispatch letters of Allotment/Allotment Advice, refund orders, CAN (if any), unblocking/intimations and credit of the Equity Shares to the Allottees' respective demat accounts within the time frame indicated in the Offer Documents subject to certain cases kept in abeyance in consultation with the Company, **acting through its IPO Committee**, and the Lead Managers and assist the Refund Banks, the Company, the Selling Shareholder and the Lead Managers in filing of the confirmation of refund dispatch with the Stock Exchanges. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by the SEBI and as included in the Offer Documents and maintaining proper records of such refunds;”

- (e) the existing clause 9(rrrr) stands deleted in its entirety and shall be substituted as follows:

“To comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company, **acting through its IPO Committee**, and the Lead Managers;”

- (f) the existing clause 9(ssss) stands deleted in its entirety and shall be substituted as follows:

“Finalisation of various post-Offer monitoring reports such as final post-Offer monitoring report, along with relevant documents/certificates, in consultation with the post-Offer Lead Manager and the Company, **acting through its IPO Committee**, to be submitted to SEBI within the stipulated time and shall ensure that such reports are based on authentic and valid documentations received from the members of Syndicate, the SCSBs and the Bankers to the Offer;”

- (g) the existing clause 9(uuuu) stands deleted in its entirety and shall be substituted as follows:

“To provide all the data, documents, relevant statements/reports for finalization of the Basis of Allotment, listing and trading, post-Offer monitoring reports, etc., within timelines mentioned in the Offer Documents, in consultation with the Company, **acting through its IPO Committee**, and the Lead Managers;”

- (h) the existing clause 30 stands deleted in its entirety and shall be substituted as follows:

“The Registrar will provide all the relevant statements/reports to ensure commencement of trading within timelines mentioned in the Offer Documents and under Applicable Laws, in consultation with the Company, **acting through its IPO Committee**, and the Lead Managers.”

- (i) the existing clause 47 stands deleted in its entirety and shall be substituted as follows:

“47. Dispute Resolution

- a. *In the event a dispute, controversy, or claim arises out of or in connection with this Agreement (“Dispute”), it is hereby agreed that the process under Clause 47(b) below shall be followed, subject to any other mechanism prescribed under Applicable Law:*
- b. *If resolution of a Dispute which is within the scope of the dispute resolution mechanism prescribed by SEBI, NSE and/or BSE pursuant to the SEBI master circular dated July 31, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/145, as amended by the SEBI circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135 and SEBI circular dated December 20, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/191 read with master circular dated December 28, 2023 bearing reference number SEBI/HO/OIAE_IAD-3/P/CIR/2023/195 and any subsequent circulars or notifications issued by SEBI in this regard (“SEBI ODR Circulars”) and is mandatory under Applicable Laws, the Dispute shall be resolved in the manner agreed under this sub-clause 47(b). The Parties agree and acknowledge that in accordance with paragraph 3(b) of the SEBI ODR Circulars, they have elected to follow the dispute resolution mechanism in this sub-clause. Specifically, any Party may, by notice in writing to the other Party, refer the Dispute to arbitration, to be conducted at Mumbai Centre for International Arbitration (“MCIA”), in accordance with the provisions of the Arbitration Rules of the MCIA (the “MCIA Rules”) for the time being in force, which rules are deemed to be incorporated by reference into this Clause 47(b) and the Arbitration and Conciliation Act, 1996, as amended (the “Arbitration Act”), to be conducted as follows:*
- i. *all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;*
- ii. *the arbitration shall be administered by MCIA in Mumbai, India and the seat and venue for arbitration shall Mumbai, India;*
- iii. *the tribunal shall consist of three arbitrators. The claimant(s) and defendant(s) to the Dispute shall each nominate an arbitrator in accordance with the MCIA Rules, and the third presiding arbitrator shall be appointed jointly by the two disputing party-nominated arbitrators, in accordance with the MCIA Rules, within (14) fourteen days of the appointment of the last such arbitrator, or, failing such joint appointment, within this period, shall be appointed by the Council of Arbitration of the MCIA; in any case, each of the arbitrators appointed by disputing Parties under this clause shall have at least five years of relevant experience in the area of securities and/ or commercial laws;*
- c. *If there is no mandatory procedure prescribed for resolution of a Dispute, each Party hereby agrees, on behalf of itself that the Dispute shall be referred to and finally resolved by arbitration in accordance with the mechanism as agreed upon on clause 47(b) of this Amendment Agreement.”*

- (j) The existing clause 49 stands deleted in its entirety and shall be substituted as follows:

*“Subject to the above Clause **Error! Reference source not found.** and **Error! Reference source not found.**, courts at Mumbai, Maharashtra, India shall have sole and exclusive jurisdiction for all the matters arising out of the arbitration proceedings mentioned herein above.”*

- (k) Schedule II to the Registrar Agreement shall be replaced with **Schedule II** to this Amendment Agreement.

3. MISCELLANEOUS

- (a) The Registrar Agreement shall stand modified to the extent stated in this Amendment Agreement only with effect from the date of this Amendment Agreement. Except to the extent modified as per this Amendment Agreement, all other terms and conditions of the Registrar Agreement shall remain

unchanged and shall continue in full force and shall continue to bind the Parties and be enforceable between the Parties, for the term and duration contemplated therein, in accordance with the terms thereof. No modification, alteration or amendment of Amendment Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties hereto.

- (b) Pursuant to the aforementioned amendments, the Letter of Indemnity provided by the Registrar to the BRLMs, shall also stand modified to the extent of such amendments applicable to the Letter of Indemnity. Accordingly, the Letter of Indemnity shall be read in conjunction with this Amendment Agreement and continues to be binding and enforceable among the parties thereto.
- (c) In case of any conflict between the provisions of this Amendment Agreement and any of the clauses of the Registrar Agreement in relation to the subject matter hereof, this Amendment Agreement will prevail.
- (d) This Amendment Agreement may be executed by delivery of a PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the Parties delivers a PDF format signature page of a signature page to this Amendment Agreement, such Party shall deliver an originally executed signature page within seven Working Days of delivering such PDF format signature page or at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by in PDF format.

4. **GOVERNING LAW**

This Amendment Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of India, and the courts at Mumbai, India shall have exclusive jurisdiction in all matters arising out of this Amendment Agreement.

5. **COUNTERPARTS**

This Amendment Agreement may be executed in one or more counterparts including counterparts transmitted by facsimile, each of which shall be deemed to be an original, but all of which signed and taken together, shall constitute one document.

CP 2

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, THE SELLING SHAREHOLDER AND THE REGISTRAR.

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

For and on behalf of **Popular Vehicles and Services Limited**



Authorized Signatory

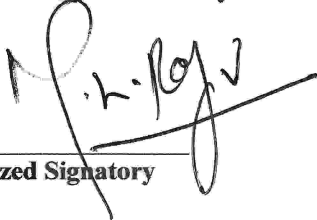
Name: Naveen Philip

Designation: Managing Director

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, THE SELLING SHAREHOLDER AND THE REGISTRAR.

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

For and on behalf of the **BanyanTree Growth Capital II, LLC**

A handwritten signature in black ink, appearing to read 'M.G. Rajiv Kumar', written over a horizontal line.

Authorized Signatory

Name: M.G.Rajiv Kumar

Designation: Authorised Signatory

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, THE SELLING SHAREHOLDER AND THE REGISTRAR.

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

For and on behalf of **Link Intime India Private Limited**

A handwritten signature in blue ink is written over a circular purple stamp. The stamp contains the text "LINK INTIME INDIA PVT. LTD." around the perimeter and "MUMBAI" in the center.

Authorized Signatory

Name: Dnyanesh Gharote

Designation: Vice President

SCHEDULE I

Details of Selling Shareholder

Sl. No.	Name	Number of Offered Shares	Date of consent letter
1.	BanyanTree Growth Capital II, LLC	Up to 11,917,075 Equity Shares	September 28, 2023 and February 5, 2024

SCHEDULE II

ALLOCATION OF ACTIVITIES PERTAINING TO THE ASSIGNMENT

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 Lead Managers, to the Registrar.

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

S. No.	Activity	Party Responsible
18.	Matching the reconciled data with the depository's database for correctness of DP ID, Client ID, UPI ID and PAN quoted in the Bid downloaded from the Stock Exchanges.	Registrar
19.	Matching with bid data/reconciliation with bank schedules and the final certificate	Registrar
20.	Reject all the bids in the electronic file which do not get validated for the DP ID/Client ID/ UPI ID and/or PAN with the depository database. Reconciliation on a regular basis, the data between the Bids registered on the online bidding system of the Stock Exchanges and bank schedules and the final certificate received from the Sponsor Bank(s), Escrow Collection Banks and SCSBs	Registrar
21.	Eliminating invalid Bids and Bids below Offer Price	Registrar
22.	Uploading of beneficiary account details to Depositories	Registrar
	Identify and reject applications with technical faults and multiple applications with reference to regulations/guidelines/procedures. Registrar to prepare list of technical rejection case including rejected Bids based on mismatch between electronic Bid details and depositories data base. Rejections of applications based on joint discussion between Registrar, Company and Lead Managers	Registrar in consultation with the Lead Managers and Company
23.	Preparation of inverse number for applicable categories	Registrar
24.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the Lead Managers and Designated Stock Exchange keeping a proper record of application and monies received from the Bidders	Registrar
25.	To give instructions to the Depositories to carry out lock-in for the pre-Offer share capital except shares and receive confirmation from the Depositories	Registrar
26.	Finalising Basis of Allotment and obtaining approval of the Designated Stock Exchange	Company in consultation with Lead Managers/Registrar
27.	Preparation of fund transfer schedule based on the approved basis of allotment.	Registrar
28.	Preparation of list of allottees entitled to be allocated equity shares.	Registrar
29.	Transfer/ allotment of Equity Shares on the basis of formula devised by Stock Exchange	Company
30.	Obtaining certificate from auditors that the Allotment has been made as per Basis of Allotment	Company/Registrar
31.	Once Basis of Allotment is approved by Designated Stock Exchange, the Registrar shall provide the details to the Controlling Branches of each SCSB and the Sponsor Bank(s), along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Offer Account with in the timelines specified by SEBI: <ul style="list-style-type: none"> (a). Number of shares to be allotted against each valid Bid. (b). Amount to be transferred from relevant bank account to the Public Offer Account, for each valid Bid. (c). The date by which the funds referred in sub-para (b) above, shall be transferred to the Public Offer Account. (d). Details of rejected Bids, if any, along with the reasons for rejections and unsuccessful Bids, if any, to enable SCSBs or the Sponsor Bank(s), as the case may be, to unblock the respective bank accounts. (e). Preparing a statement of Bids rejected, separately for QIBs, Non-Institutional Bidders and Retail Individual Bidders, along with reasons for rejection of the Bids. 	Registrar
32.	Unblocking the relevant bank account for: <ul style="list-style-type: none"> i) Transfer of requisite money to the Public Offer Account 	SCSB/ Sponsor Bank(s)

S. No.	Activity	Party Responsible
	against each valid Bid cum Application Form ii) Rejection or unsuccessful Bid cum Application Forms	
33.	Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by Stock Exchange for applicable categories	Registrar
34.	Preparation of Allotment register-cum-return statement, Register of Members, index register (soft copy)	Registrar
35.	Credit to respective Demat accounts in time as specified in the Red Herring Prospectus and SEBI ICDR Regulations	Registrar
36.	Preparation of list of SCSBs, SEBI registered RTAs, DPs authorised to accept and bid as per information provided on the websites of the Stock Exchanges to whom brokerage is to be paid including brokerage for bids through the E-IPO mechanism and providing Syndicate Members' performance.	Registrar
37.	Scrutiny and processing of Bids received from the Designated Intermediaries.	Registrar
38.	Printing of Allotment Advice, refund orders for refunding application money	Registrar
39.	Printing postal journal for dispatching Allotment Advice cum refund orders by registered post	Registrar
40.	Printing of distribution schedule for submission to Stock Exchange	Registrar
41.	Providing pre-printed stationery and advance amount for postage and demat uploading expenses.	Company
42.	Submission of the required file to the Refund Banker for payments to be made through the electronic mode	Registrar
43.	Sending refund orders, as applicable, and refund to Bidders	Registrar
44.	Issue of duplicate refund orders, as applicable	Registrar
45.	Revalidation of refund orders, as applicable	Registrar
46.	Overprinting of Allotment advice, intimation and refund orders	Registrar
47.	Mailing of documents by registered post	Registrar
48.	Binding of application forms, application schedule and computer outputs	Registrar
49.	Payment of consolidated stamp duty on allotment letters/share certificates issued (if applicable)/transfer of Equity Shares (if applicable) or procuring and affixing stamp of appropriate value	Company
50.	Dispatch of CANs and Allotment Advice within the timeframe specified in Offer Documents and Applicable Laws.	Company/Registrar
51.	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division) if Allotment cannot be made within the stipulated time.	Company/ Lead Managers
52.	To ensure that the Equity Shares are transferred only to permitted categories of investors	Registrar
53.	Calculation of the commission payable to Designated Intermediaries as per the timelines stipulated in the Offer Documents and SEBI circulars as applicable	Registrar
54.	To ensure that the Equity Shares are transferred to persons and entities in accordance with the provisions of the Red Herring Prospectus and the Prospectus	Registrar/ Company
55.	Establishing proper grievance redressal mechanism during the period of the Offer and after the closure of the Offer, as per Offer Documents and to ensure settlement of all investor complaints	Registrar/ Company
56.	Publishing the allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in accordance with SEBI ICDR Regulations	Company in consultation with the Lead Managers and the Registrar
57.	Providing all relevant reports for listing, trading of Equity Shares, within the timelines mentioned in the Offer Documents,	Registrar

S. No.	Activity	Party Responsible
	in consultation with the Company, <u>acting through its IPO Committee</u> , and the Lead Managers.	
58.	Providing information for Form FC-TRS and other forms for filing with Reserve Bank of India/relevant authorities in relation to allotment of shares/receipt of funds from NRIs, FPIs, non-residents etc.	Registrar
59.	Finalising various post-Offer monitoring reports, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/ Lead Managers.	Registrar
60.	Coordinating with the Stock Exchanges and Company, in consultation with the Lead Managers, for release of the security deposits provided by the Company to the Stock Exchanges in relation to the Offer.	Registrar
61.	Obtaining certification of compliance from the SCSBs for completion of unblock of funds on the Working Day subsequent to the finalization of basis of allotment and providing the same to the post-Offer Lead Managers	Registrar
62.	Collection of Bid cum Application Forms from the SCSBs and Designated Intermediaries	
63.	Submitting details of cancelled / withdrawn / deleted Bids made through the UPI Mechanism to SCSBs on a daily basis within 60 minutes of Bid closure time from the Bid / Offer Opening Date till the Bid / Offer Closing Date by obtaining the same from Stock Exchanges	Registrar
64.	To submit bank-wise details of pending applications to SCSBs for unblock, for Bids made through the UPI Mechanism, along with the allotment file	Registrar

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