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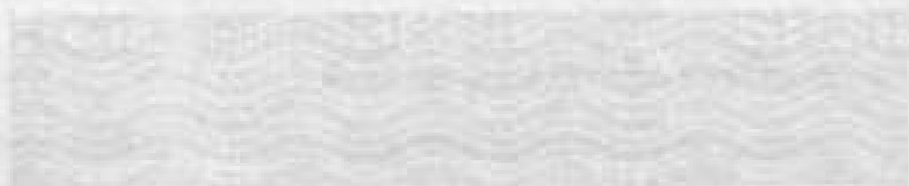
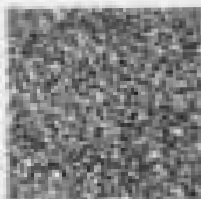
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INDIA NON JUDICIAL Government of Gujarat Certificate of Stamp Duty

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Certificate No.	IN-GJ85359545593410V
Certificate Issued Date	15-Jun-2023 05:12 PM
Account Reference	IMPACC (CS)/ @13237519/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference	SUBIN-GJGJ13237519967408055688306V
Purchased by	RBZ Jewellers Limited
Description of Document	Article 5(h) Agreement (not otherwise provided for)
Description	Registrar Agreement
Consideration Price (Rs.)	0 (Zero)
First Party	RBZ Jewellers Limited
Second Party	Bigshare Services Private Limited
Stamp Duty Paid By	RBZ Jewellers Limited
Stamp Duty Amount(Rs.)	300 (Three Hundred only)

This stamp paper forms an integral part of the Registrar Agreement dated June 16th, 2023 executed by & amongst RBZ Jewellers Limited & Bigshare Services Private Limited.



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Warning Alert

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- In case of any discrepancy please inform the competent authority.



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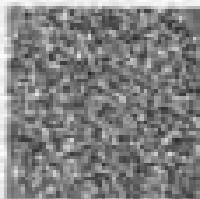
INDIA NON JUDICIAL Government of Gujarat Certificate of Stamp Duty

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Certificate No.	IN-GJ8535900992244V
Certificate Issued Date	15-Jun-2023 05:12 PM
Account Reference	IMPACC (GS) / gj13237519 / GULBAI TEKRA / GJ-AH
Unique Doc. Reference	SUBIN-GJGJ1323751996743421314377V
Purchased by	RBZ Jewellers Limited
Description of Document	Article 5(n) Agreement (not otherwise provided for)
Description	Registrar Agreement
Consideration Price (Rs.)	0 (Zero)
First Party	RBZ Jewellers Limited
Second Party	Bigshare Services Private Limited
Stamp Duty Paid By	RBZ Jewellers Limited
Stamp Duty Amount (Rs.)	300 (Three Hundred only)

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Statutory Alert:

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INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

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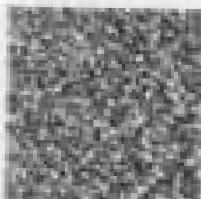
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 Account Reference : IMPACC (CS)/ g13237519/ GULBAI TEKRA/ GJ-AH
 Unique Doc. Reference : SUBIN-GJGJ1323751996745495703928V
 Purchased by : RBZ Jewellers Limited
 Description of Document : Article 5(h) Agreement (not otherwise provided for)
 Description : Registrar Agreement
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : RBZ Jewellers Limited
 Second Party : Bigshare Services Private Limited
 Stamp Duty Paid By : RBZ Jewellers Limited
 Stamp Duty Amount(Rs.) : 300
 (Three Hundred only)

This stamp paper forms an integral part of the Registrar Agreement dated June 16th, 2023 executed by & amongst

RBZ Jewellers Limited & Bigshare Services Pvt Ltd.



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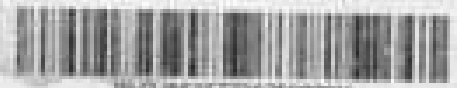


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Disclaimer

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2. The price of checking the legitimacy is on the name of the certificate.
3. In case of any discrepancy please inform the Government authority.



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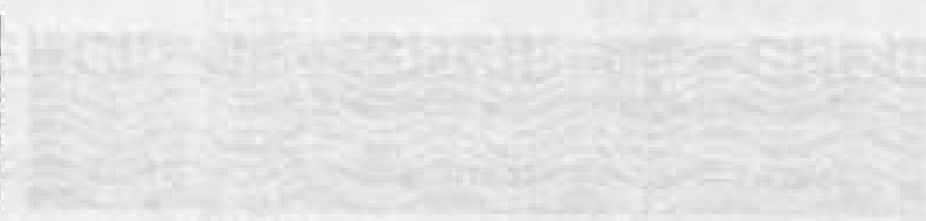
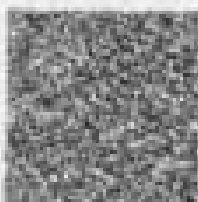
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INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

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Certificate No.	IN-GJ85357736750929V
Certificate Issued Date	15-Jun-2023 05:10 PM
Account Reference	IMPACC (CS)/ g13237519/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference	SUBIN-GJGJ1323751996747160612416V
Purchased by	RBZ Jewellers Limited
Description of Document	Article 5(h) Agreement (not otherwise provided for)
Description	Registrar Agreement
Consideration Price (Rs.)	0 (Zero)
First Party	RBZ Jewellers Limited
Second Party	Bigshare Services Private Limited
Stamp Duty Paid By	RBZ Jewellers Limited
Stamp Duty Amount(Rs.)	300 (Three Hundred only)

This stamp paper forms an integral part of the Registrar Agreement dated June 16th 2023 executed by & amongst RBZ Jewellers Limited & Bigshare Services Private Limited.



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Important Alert:

- 1. The authenticity of this being certificate should be verified at "www.impacc.gujarat.gov.in" or using a Stamp Duty App of Stamp Printing.
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- 2. The cost of checking the legitimacy is for the users of the website.
- 3. In case of any discrepancy please report the concerned authority.

REGISTRAR AGREEMENT





DATED July 16th, 2023

BY AND AMONGST

RHZ JEWELLERS LIMITED

AND

HIGSHARE SERVICES PRIVATE LIMITED

RHZ JEWELLERS LIMITED	HIGSHARE SERVICES PRIVATE LIMITED
	
	

REGISTRAR AGREEMENT

THIS REGISTRAR AGREEMENT (THE "AGREEMENT") is entered into this 16th day of June, 2023, by and amongst:

RBZ JEWELLERS LIMITED, a company incorporated under the Companies Act, 1956 and validly registered and existing under the Companies Act, 2013 bearing corporate identification number U36910GJ2008PLC053586, having its registered office at Block-D, Mondeal Retail Park, Near Rajpath Club, S.G. Highway, Beside Ison Mall, Ahmedabad - 380054, Gujarat, India (hereinafter referred to as the "Company", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in office and permitted assigns), of the **FIRST PART**;

AND

BIGSHARE SERVICES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and validly registered and existing under the Companies Act, 2013 bearing corporate identification number U99999MH1994PTC076534 and having its registered office at 56 -2, 6th Floor, Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri East, Mumbai - 400093, Maharashtra, India, India (hereinafter referred to as the "Registrar", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in office and permitted assigns), of the **SECOND PART**.

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



WHEREAS:

- (A) The Company is proposing and taking steps for an initial public offer by way of an initial public offering of such number of equity shares of face value Rs. 10 (Rupees Ten only) each (the "Equity Shares") of the Company, through fresh issuance of Equity Shares (the "Issue"); (the Equity Shares offered in the Issue shall be the ("Offered Shares"). The Issue will be made in accordance with the Companies Act, 2013, as amended and rules and regulations as made thereunder ("Companies Act"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "SEBI ICDR Regulations") and other conditions, instructions and advice issued by Securities and Exchange Board of India ("SEBI") and other applicable laws, through the book building method ("Book Building"), as prescribed in Schedule XIII of the SEBI ICDR Regulations, at such price as may be determined or discovered based on Book Building and as agreed to by the Company ("Issue Price") in consultation with the Book Running Lead Manager i.e. Ardhant Capital Markets Limited (the "BRLM"). A discount on the Issue Price may be offered to the Retail Individual Bidders ("Retail Discount"). The Issue will be made in

RBZ JEWELLERS LIMITED	BIGSHARE SERVICES PRIVATE LIMITED
	

accordance with the requirements of the Companies Act, the SEBI ICDR Regulations and other Applicable Laws (defined hereinafter) (i) within India, to all permitted categories that are not "U.S. persons", as defined in, and in reliance on, Regulation S ("Regulation S") promulgated under the U.S. Securities Act of 1933, as amended (the "U.S. Securities Act"); and (ii) outside the United States and India, to institutional investors that are not "U.S. persons", as defined in, and in reliance on Regulation S and on the applicable laws of the jurisdictions where such offers and sales occur. This issue shall not be made to any investor in the United States.

- (B) The board of directors ("Board of Directors") of the Company has, pursuant to a resolution dated March 18, 2023, approved the issue. Further, the shareholders of the Company pursuant to resolution dated March 18, 2023 has conveyed its approval and have duly authorized the issue.
- (C) The Company shall file a draft red herring prospectus ("DRHP") with the SEBI.
- (D) The Company has appointed the BRLM to manage the issue as per the terms and conditions detailed in the letter of engagement dated November 2, 2022 (the "Engagement Letter") and subject to the execution of the customary Underwriting Agreement between the Parties on the terms and conditions that will be stated therein, as the BRLM to the issue. The BRLM have accepted the engagement in terms of the Engagement Letter issued to them by the Company, subject to the terms and conditions set forth herein.
- (E) The Registrar is 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 "RTA Regulations") and has a valid and subsisting registration bearing no. INR000001385.
- (F) The Registrar has been appointed by a letter of appointment dated February 27, 2023 ("Appointment Letter"), as the Registrar to the issue as per the terms and conditions detailed therein and this Agreement and in the manner as required under the various applicable rules and regulations by SEBI as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended ("SEBI Act") (the activities pertaining to it acting as the Registrar to the Issue are hereinafter referred to as the "Assignment") and the Registrar has accepted such Assignment as per terms and conditions detailed in this Agreement.
- (G) In terms of Regulation 4A(1)(b) of the RTA Regulations, the Registrar is required to enter into a legally binding agreement with the Company *inter alia*, to define the allocation of duties and responsibilities among the Parties, pursuant to which, the Parties are entering into this Agreement for the purposes of Assignment.
- (H) Further, the Registrar shall, to the extent permissible under the terms of Agreement, follow, co-operate and comply with the instructions given by the BRLM/ Company.

M/S. JEWELLERS WORLD	BIG SHARE SERVICES PRIVATE LIMITED
	

- (i) All capitalised terms used in this Agreement shall, unless specifically defined herein or required by the context in which they are referred to, have the meaning ascribed to such terms in the DRHP, the red herring prospectus (the "RHP") and the prospectus (the "Prospectus" together with the DRHP and RHP shall be referred to as, the "Issue Documents"), including any amendments, addendums or corrigenda issued thereto, to be filed with the SEBI and the Registrar of Companies, Gujarat at Ahmedabad ("RoC") and also with the BSE Limited ("BSE"), the National Stock Exchange of India Limited ("NSE") (collectively referred to as the "Stock Exchanges"), as may be applicable.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged, the Parties intending to be legally bound, hereby agree as follows:

I. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- i. words denoting the singular number shall include the plural and vice versa;
- ii. words denoting a person shall include an individual, corporation, company, partnership, trust or other entity having legal capacity;
- iii. heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation;
- iv. references to the words "include" and "including" shall be construed without limitation;
- v. 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 instrument as the same may from time to time be amended, varied, supplemented or novated;
- vi. references to a statute or statutory provision shall be construed as a reference to such provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- vii. any reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns;
- viii. references to a section, clause, paragraph, annexure or schedule is, unless indicated to the contrary, a reference to a section, clause, paragraph, annexure or schedule of this Agreement;

MR. JEWEL COCHLADE	BOGHAM SERVICES PRIVATE LIMITED
	

- ix. references to the Issue Documents shall mean the Issue Documents as of their respective dates;
 - x. time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence; and
 - xi. the Parties acknowledge and agree that the Annexures and Schedules attached hereto form an integral part of this Agreement.
 - xii. References to the words "UPI Circulars" shall mean 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/2019/90 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI circular no. SEBI/HO/CFD/DCK2/CIR/P/2019/133 dated November 8, 2019, SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2489/1/M dated March 16, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/47 dated March 31, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/370 dated June 2, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, SEBI/HO/CFD/DIL2/CIR/P/2022/75 dated May 30, 2022 and any subsequent circulars or notifications issued by SEBI in this regard or any other governmental authority in relation thereto from time to time.
 - xiii. References to the words "Working Day" shall mean any day, other than the second and fourth Saturdays of each calendar month, Sundays and public holidays, on which commercial banks in New Delhi, Mumbai and Gujarat are open for business, provided however, for the purpose of announcement of the Price Band and the time period between the Bid/Issue Closing Date and listing of the Equity Shares on the Stock Exchanges, "Working Days" shall mean all trading days of the stock exchanges, excluding Sundays and bank holidays in India in accordance with the UPI Circulars.
2. The Company hereby appoint Bigshare Services Private Limited as the Registrar to the Issue and the Registrar accepts such appointment by accepting the terms of appointment and signing this Agreement through its authorized signatory. The obligations of the Company hereunder shall be several and not joint, as the case may be.
 3. The Registrar hereby undertakes to perform and fulfil 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 and perform such other functions, duties, obligations and services as are required under applicable

MR. JEWELL & CO LIMITED	BIGSHARE SERVICES PRIVATE LIMITED
	

laws (including the rules, guidelines, regulations, directions and circulars prescribed by SEBI) and the applicable provisions of the Companies Act, 2013 and the SEBI ICDR Regulations, in respect of the Issue. The Registrar undertakes that it shall be its sole and absolute responsibility to ensure that the Assignment is performed in a professional and timely manner.

4. The Registrar represents, warrants, undertakes and declares (as applicable) that:
- a) It is duly incorporated and validly existing under the 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, any law, regulation, court or tribunal order to which the Registrar is subject to, or any agreement, deed or undertaking entered into by the Registrar.
 - b) The certificate of permanent registration, bearing registration no. DNRO0001383 dated April 9, 2013 issued to the Registrar by SEBI ("Registration Certificate") shall remain in force at all times till the completion of the Assignment and the Registrar will keep the Company and the BLM informed on an immediate basis if its registration is cancelled, suspended or withheld or if it is prohibited or restricted from performing the activities mentioned in this Agreement, by any regulatory authority. A copy of the Registration Certificate is attached as Schedule III hereto.
 - c) It shall keep and maintain the books of accounts, records and documents as specified in Regulations 14 and 15 of the RTA Regulations for a minimum period of 8 (eight) years, from the date of listing and commencement of trading of the Equity Shares pursuant to the Issue or such longer period as may be required under applicable law. Further, any and all records/documents referred to and forming part of the annexure to SEBI circular bearing reference no. SEBIHQ/MIRSD/DOF/CIR/7(2018/7) dated April 20, 2018, shall also be preserved and maintained by the Registrar for a period of not less than 8 (eight) years after the completion of the Issue or such later period as may be prescribed under Applicable Laws.
 - d) It is not an associate and shall not be deemed to be an associate of the Company for the purposes of the RTA Regulations.
 - e) It has a clean track record and no penalty has been imposed upon it by SEBI in the past. It has not violated any of the conditions subject to which the SEBI registration has been granted and no disciplinary or other proceedings have been commenced by SEBI or any other regulatory authority. It is not debarred or suspended from carrying on its activities as a registrar and broker agent including the activities in relation to the Assignment by SEBI or any other

RIZ JEWELLERS LIMITED	RISHABE SERVICES PRIVATE LIMITED
 	 

regulatory authority. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company and the BRLM in writing on immediate basis of such orders and co-operate and endeavour to establish alternate arrangements as may be necessary to complete the issue as per the mandated regulatory timelines including but not limited to transfer of the issue related data and files to such replacement regime as specified by the BRLM in consultation with the Company. In the event, Indemnified Parties (as defined hereinafter) incur any loss due to such inability of the Registrar to carry on the Assignment, the cause of which is solely attributable to the Registrar, the Registrar shall indemnify the Indemnified Parties, severally and not jointly, as applicable, in accordance with the terms of this Agreement and the Letter of Indemnity (as specified in Schedule IV).

- f) It shall perform the Assignment and complete all the formalities with highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III of the RTA Regulations and all other applicable rules, regulations, guidelines, circulars and notifications issued by SEBI, from time to time, including the SEBI ICDR Regulations, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("SEBI LODR Regulations"), the UPI Circulars, applicable rules, regulations and bye-laws of the Stock Exchanges and any other Applicable Laws and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, the BRLM, and the bidders ("Bidders"). The Registrar will not take up any activities which are likely to be in conflict with the interests of the Company and the Bidders or contrary to or in violation of any rules, regulations, guidelines or instructions issued by SEBI, from time to time.
- g) It shall make prompt and adequate disclosure to the Company and the BRLM of the potential conflict of interest and duties which are likely to impair its ability to render fair, objective and unbiased service and in this respect, the guidelines issued by the Ministry of Finance vide OM No. 5/3/2011-Policy dated June 1, 2011, would be strictly adhered to. It shall immediately notify the Company and the BRLM of delays or errors in completion of any of the formalities which could not be avoided, in the performance of the Assignment and other services indicated herein, and shall indemnify the Company and the BRLM for any losses caused due to such error or delays, if such error or delays are caused by the act/actions of the Registrar. It shall cooperate and comply with any instructions that the Company and the BRLM may provide in respect of the issue.
- h) It shall carry out the Assignment and complete all the formalities accurately, diligently and within the specified time limits as per the applicable laws, including without limitation, the SEBI ICDR Regulations, UPI Circulars, the

REGULATORY SERVICES LIMITED	RICHMOND SERVICES PRIVATE LIMITED
 	 

Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("SEBI LODR Regulations"), the rules, regulations and bye-laws of the Stock Exchanges including the trading permissions to be obtained by the Company from the Stock Exchanges and the guidelines, rules, regulations, notifications and circulars issued by SEBI from time to time. It shall immediately notify the Company and the BRLM of any anticipated delays in completion of any of the formalities.

- i) It has the necessary infrastructure, facilities, personnel, capacity, capability, back-up data maintenance and disaster recovery system and the net worth required under the RTA Regulations to honour its obligations and liabilities under this Agreement. It shall have a dedicated team of personnel handling post-issue correspondence.
- ii) It does not fall under the criteria as mentioned in the SEBI circular no. SEBI/90/COMIRSD/DoP/CIR/UP/2018/119 dated August 10, 2018 for the Qualified Registrar to an Issue and Share Transfer Agents.
- iii) 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 and the BRLM, in writing, of any delay or errors committed while completing any formalities which could not be prevented, and/or any corrective action taken thereto. It shall indemnify the Indemnified Parties, severally and not jointly for any losses caused due to such error or delays, caused by the actions of the Registrar.
- iv) It confirms that the novel coronavirus disease ("COVID-19") pandemic and government lockdowns and other measures taken in response thereto have not resulted in any material adverse effect on it or its ability to perform in full its obligations under the Assignment, and it shall take all necessary measures to ensure that the timelines and other requirements prescribed under applicable laws and as agreed by the Company and BRLM are met, notwithstanding the impact of the ongoing COVID-19 pandemic and government lockdowns and other measures taken in response thereto.
- v) It is a 'fit and proper person' as per the criteria specified in Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008, as amended.

NIG JEWELLERS LIMITED	NIGSHARE SERVICES PRIVATE LIMITED
 	 

- n) It shall cooperate and comply with any instructions, which the BRLM or Company may provide in respect of the Issue, provided that BRLM do not give any instructions which are in violation of any applicable laws.
- o) It has connectivity with the depositories, namely the National Securities Depository Limited ("NSDL") and Central Depository Services (India) Limited ("CDSL", collectively with NSDL referred to as the "Depositories")
- p) The demographic details including Bidder's address, Bidder's status, occupation and bank account details, PAN, CP ID and UPI ID etc, as the case may be, given by the Bidders in the ASBA/ Bid cum Application Form will not be used by it for purposes other than in relation to the Issue.
- q) 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.
- r) 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.
- s) It has formulated and implemented a comprehensive policy framework and systems approved by its board of directors and is in compliance with the requirements of the SEBI circular bearing reference number, SEBI/HO/MIRSD/CIR/P/2017/00000001/00 dated September 8, 2017, SEBI/HO/MIRSD/DoP/CIR/P/2018/119 dated August 10, 2018 and the SEBI circular no. SEBI/HO/MIRSD/DO/P/CIR/P/2019/110 dated October 15, 2019.
- t) 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 Issue. It shall immediately notify the Company and the BRLM in writing of any litigation in, or injunction or order of any court or regulatory authority that prevents it from performing the Assignment in any manner or acting as the Registrar in relation to any public offering by a company, including the Issue.
- u) 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,

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MR. JEWELLERS LIMITED	BIDDHARE SERVICES PRIVATE LIMITED
 	 

any law, regulation, court or tribunal order to which the Registrar is subject to, or any agreement, deed or undertaking entered into by the Registrar.

- v) In the event the Registrar is unable to continue to act as a Registrar to the Issue at any point of time, due to any direction of any statutory or regulatory authority it shall immediately inform the Company, and the BRLM and take steps, in consultation with and as per the direction of the Company for a smooth transition of the data related to Equity Shares held by the Registrar (at its cost to the Company for such transition) to another registrar as may be appointed by Company. However, the Registrar will continue to be liable for any acts done till the transition to another Registrar.
- w) It shall keep the Company and the BRLM 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 from time to time.

3. The Company hereby declares that they have complied with and agree to comply with all statutory formalities under the Companies Act including any rules, notifications, circular and orders thereunder, the SEBI ICDR Regulations, Depositories Act, 1996, an amended and SEBI LODR Regulations and all other applicable laws, rules, regulations and guidelines, to enable it to make the Issue. The Company also agree that they will coordinate with the Registrar and will not give any instructions which are in violation of any applicable legislation, and any rules, regulations and guidelines issued by SEBI and any other statutory/ regulatory authority. All obligations of the Company shall be several and not joint and no Party shall be liable for any default by another Party.

4. The Parties, severally and not jointly, agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in Schedule II hereunder, which is indicative and not exhaustive and generally conforms to the model agreement contemplated under the SEBI ICDR Regulations and the RTA Regulations. The Parties may include further activities agreed upon but all the activities pertaining to the Assignment shall be listed and agreed upon between the Parties. Further, the Registrar agrees to undertake all the obligations and responsibilities as the Registrar to the Issue specified in this Agreement and, the Issue Documents to be issued by the Company in relation to the Issue. The Registrar hereby consents to the inclusion of its name as the Registrar to the Issue in the Issue Documents and all such other documents as are required for the Issue and agrees to provide a consent letter in the format as specified in Schedule V to this Agreement.


5. Without prejudice to the above, the duties of the Registrar in the Assignment will include, without limitation, the following activities:

- a) To enter into the Public Issue Account Agreement/cash escrow agreement with the Company, the BRLM, the Bankers to the Issue, Sponsor Bank in terms of

BIRLA JEWELLERS LIMITED	BIGSHARE SERVICES PRIVATE LIMITED
 	 

which the Registrar shall issue requisite instructions to the SCSBs and Bankers to the issue for transfer of Bid Amounts from the ASBA Accounts to the Public Issue Account(s) and the Refund Account(s), as applicable;

- b) To enter into a share escrow agreement with the Company and the BRLM in terms of which the Company shall, prior to the filing of the RHP, open a share escrow account ("Share Escrow Account") with the Registrar. The Registrar shall facilitate the allotment of Equity Shares by the Company in the Share Escrow Account and operate the Share Escrow Account in terms of the instructions issued by the BRLM and in terms of the share escrow agreement;
- c) To enter into an 'Underwriting Agreement' with the Company the BRLM and the 'Syndicate Agreement' in terms of which the members of the Syndicate shall fulfil their underwriting obligations and the Registrar shall provide the necessary notices and perform such other functions as may be agreed upon in accordance with such Underwriting Agreement;
- d) Liaising with the Depositories on behalf of the Company for finalising the tripartite agreement to be entered into with the Company and the Depositories basis the International Securities Identification Number ("ISIN") obtained by the Company;
- e) Assisting the Company in the entire process of dematerialization of Equity Shares held by its existing shareholders prior to the filing of the DRHP;
- f) Providing detailed instructions to the Bankers to the issue, SCSBs, members of Syndicate, Collecting Depository Participants ("CDPs"), sub-Syndicate members/ agents, registrars and share transfer agents registered with SEBI ("RTAs") and Registered Brokers who are authorized to collect ASBA Forms from the Bidders and Anchor Investor Application Forms in relation to the Issue (collectively, the "Designated Intermediaries"), including the format and timeline of receipt of information;
- g) Providing/ specifying the format to the Designated Intermediaries in which information in relation to ASBA is required;
- h) Intimation on the amount of processing fees payable to SCSBs and the Sponsor Bank with respect to the syndicate, ASBA and brokerage and selling commission for the members of the Syndicate, Registered Brokers, RTAs and CDPs, and intimating the basis of commission payable to the SCSBs, the Registered Brokers, the CDPs and the RTA to them before the Bid/Issue Opening Date;
- i) Intimating the Designated Intermediaries before opening of the Issue, the basis of the commission/selling commission payable to SCSBs, the Bid/ Issue

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Opening Date and Bid/ Issue Closing Date/ time, including details of any revisions in Price Band, Floor Price, Bid/ Issue Period, if any;

- j) Ensuring that, with respect to Bidders using the UPI Mechanism, there will be no physical movement of the ASBA Forms to the SCSBs;
- k) Providing inputs for finalizing the Bankers to the Issue and assist in the identification of the collecting branches at the collection centres, finalized;
- l) Ensuring that Bids made through the UPI Mechanism have been made only through the SCSBs/ mobile applications whose name appears on the SEBI website (www.sebi.gov.in) on the following path:

Home "Intermediaries/Market Infrastructure Institutions" Recognized Intermediaries "Self-Certified Syndicate Banks eligible as issuer banks for UPI;

- k) Finalizing with the Company and the BRLM on the amount of processing fees and commission payable to SCSBs in respect of the Sponsor Bank for Bids made by Retail Individual Bidders using the UPI Mechanism and brokerage and selling commission for the members of the Syndicate, Registered Brokers, RTAs and CDPs;
- l) Providing inputs for finalizing of the Bankers to the Issue and assist in identification of the collecting branches at the collection centres, finalized;
- m) Providing detailed instructions to the Escrow Banks (in relation to the Bids by Anchor Investors) and SCSBs and Designated Intermediaries, as applicable, including the format and timeline of receipt of information;
- n) Adequate arrangement for accepting and collecting all complete applications including ASBA forms;
- o) Follow up with the Bankers to the Issue, Sponsor Bank and the SCSBs for receipt of final certificates with respect to the subscription monies collected and reconciling any data mismatches with each Escrow Collection Bank and SCSB and advising the members of the syndicate to be appointed by the BRLM through the Stock Exchanges, of the mismatches, if any, that may warrant a correction of the Bid data;
- p) It would be the sole responsibility of the Registrar to procure and collect the final certificates from all the SCSBs, including the syndicate SCSBs, participating in the Issue, within 2 (two) Working Days from the closure of the Issue or such shorter time, if any, required by regulations issued by SEBI;



- d) While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates and confirm that such certificates are duly signed and stamped, provided on the relevant letterhead and have been received within the specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI;
- e) To obtain from the Depositories the demographic details of the Bidders (including PAN, MICR code, UPI code) and to check this data with the Bid file and highlight any discrepancies. In the event the PAN is missing, Registrar to check whether the Bidder is resident of Sikkim or any other exempt category;
- f) To review the sections related to issue procedure in the Issue Documents and confirm their accuracy;
- g) Receiving and providing inputs to the Company for designing and printing the Bid cum Application Forms and ensuring that the floor price or the price band is pre-filled in the Bid cum Application Forms made available on the website of the Stock Exchanges and the Designated Intermediaries;
- h) Sharing of filled-in corporate action forms along with fees calculation/payment to the NSDL and CDSL;
- i) Collecting within the timelines provided and as specified by the Company and the BRLM:
 - i. Bid cum Application Forms, reconciled data, bank schedules and final certificates from various centres of the SCSBs and Sponsor Banks/ Stock Exchanges, as applicable, the Bid cum Application Forms with respect to Anchor Investors from the Book Running Lead Manager, and the data/information with respect to Bid Amount of Anchor Investors from the Escrow Collection Banks;
 - ii. electronic Bid data/file (including ASBA data) from the Stock Exchanges;
 - iii. aggregate data in relation to the total number of Bids uploaded by the Designated Intermediaries and the total number of Equity Shares and the total amount blocked against the uploaded Bids, from each Designated Intermediary and the BRLM;
 - iv. soft and hard copies, as applicable, of bank schedules, reconciled data and final certificates from all centres of the SCSBs and with respect to Anchor Investors, if any, the Anchor Investor Application Forms from the BRLM and the data/information with respect to the Bid Amount of Anchor Investors, if any, from the Bankers to the Issue; and



- v. PAN, DP ID, Client ID, UPI ID and other demographic details of valid beneficiary accounts from Depositories; and in each case, in accordance with the instructions of the Company and the BRLM and in case of reporting any disruptions/delay in the flow of applications from the Designated Intermediaries to the Company and the BRLM, the Registrar shall take all necessary steps to avoid any delay in order for the process to be completed within the applicable timelines;
- w) Ensuring that timely follow-up and reasonable efforts are carried out by it to collect all the ASBA Forms and the Anchor Investor Application Forms from the BRLM and the data/information with respect to the Bid Amount of Anchor Investors, if any, from the Banks to the Issue;
- x) Coordination and obtaining a certificate of blocked funds, in respect of Bid made by Bidders by way of UPI from Sponsor Bank after the closure of Bid Issue Closing Date;
- y) To process all Bid along with Bank Schedules received from the Designated Intermediaries in respect of the Issue and the electronic Bid file received from the Stock Exchanges in respect of the Issue;
- z) Subject to applicable law, submit the details of cancelled/withdrawn/deleted Bids to SCSBs on daily basis within 60 minutes of bid closure time from the Bid/ Issue Opening Date till the Bid/ Issue Closing Date by obtaining the same from Stock Exchanges in accordance with the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2489/1/M dated March 16, 2021, and SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/170 dated June 2, 2021, or such other deadline as may be prescribed under applicable law; The Registrar shall also collect and maintain records of requisite certificate from the SCSBs in accordance with the abovementioned circular and in the format prescribed thereunder;
- aa) The Registrar shall provide the allotment/revolve files to the Sponsor Banks by 8:00 PM on the day when the Basis of Allotment has to be finalized;
- bb) Communicating all complaints received from investors pertaining to, among others, blocking or unblocking of funds, immediately on receipt, to the post-issue Bank Running Lead Manager, and ensuring the effective redressal of such grievances;
- ac) Subject to applicable law, the Registrar shall follow up with the SCSBs for confirmations and collect the confirmations, prepare the list of SCSB and compute the compensation payable in accordance with in the format prescribed in the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2489/1/M dated March 16, 2021;

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- dd) To provide exceptions to enable the Company and the Book Running Lead Manager to take decision on the Bids;
- ee) To advise the Designated Intermediaries through the Stock Exchanges of the mismatches, if any, that may warrant a correction of Bid data;
- ff) To prepare the schedules in relation to trading permission;
- gg) To prepare a physical book on the basis of Bids received from Anchor Investors and delivering the same to the Company and the BRLM;
- hh) To screen, identify and list Bid cum Application Forms with technical errors, multiple applications or those that could be considered liable for rejection as per regulations issued by SEBI, the Stock Exchanges and other relevant government bodies and as specified in the Issue Documents and rejecting such applications in consultation with the Company and the BRLM. 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;
- ii) On closure of the Issue, 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 to the concerned Designated Intermediary (through the BRLM) and BRLM of the erroneous Bids which will be considered as invalid;
- jj) Deliver the Bid file received from the Stock Exchanges containing the application numbers, number of Equity Shares, amount and any other additional fields as may be required to all the SCSBs who shall use such information for due validation;
- kk) To inform the Designated Intermediaries and the BRLM of any errors in the Bid details, along with advice to send the rectified data within a specified date;
- ll) Reconcile the compiled data received from the Stock Exchanges and all SCSBs and the Sponsor bank, and match the same with the depository database for correctness of DP ID, Client ID, UPI ID, if any, and PAN in terms of SEBI ICDR Regulations;
- mm) To reject the Bids in case the DP ID, Client ID, UPI ID and PAN mentioned in the ASBA Forms and entered into the electronic Bidding system of the Stock Exchanges by the Designated Intermediaries and SCSBs do not match with the DP ID, Client ID, UPI ID and PAN available in the depository database and which have not been rectified by the SCSB within the specified date;



- nn) To reject the Bids made by duplicate copies of the same ASBA Form (i.e., two Bids bearing the same unique identification number) and Anchor Investor forms;
- oo) To forward the exception report to the Stock Exchanges for dissemination to the Designated Intermediaries no later than 1 (one) Working Day from the Bid/Issue Closing Date;
- pp) To coordinate with the Bankers to the Issue and Designated Intermediaries for submission of final certificates, after taking into account verifications, if any and reconciling any data mismatches with the Bankers to the Issue and the Designated Intermediaries, as the case may be, and ensuring the accuracy of such final certificates in accordance with applicable laws;
- qq) To coordinate with the Sponsor Bank with regard to LPI payment confirmation through mail;
- rr) To immediately inform the Company and the BRLM in case of any requests for withdrawals during the Bid / Issue period and delete and maintain the details of the Bids submitted by the Bidders (including ASBA Bidders) which have been withdrawn prior to the Bid / Issue Closing Date;
- ss) To ensure that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, guidelines and notification and as specified in the Issue Document;
- tt) To complete validation of beneficiary account details;
- uu) To send bank-wise details of the Allottees, amounts due on the Allotted Equity Shares, if any, and the balance amount to be unblocked, to the SCSBs and Sponsor Bank;
- vv) To follow and complete all processes as outlined in the Issue Documents;
- ww) To ensure that SCSBs applying through the ASBA process shall apply in the Issue through a separate account opened with another SCSB, and reject Bids by SCSB under technical grounds if the former is not complied with;
- xx) To assist in preparation of and seeking approval of the Basis of Allotment with the Designated Stock Exchanges as per the SEBI ICDR Regulations and the relevant provisions of the Issue Documents along with the BRLM and the Company;
- yy) To prepare the complete list of valid applications (after all rejections), and present the same category-wise to the Company and the BRLM;

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- cc) To communicate to the Company and the BRLM at the earliest in the event of discrepancy between Bids registered online system of the Stock Exchanges and the SCSB's data;
- caa) To provide exceptions to enable the Company and the BRLM to take decision on the Bids;
- cab) To keep a proper record of Bid cum Application Forms and monies received from Bidders which are either deposited in the Escrow Account(s) or blocked in the respective ASBA Accounts of the ASBA Bidders and reporting the amount of Bid cum Application Forms collected, monies received from the Bidders and the amount deposited in the Escrow Account(s) opened for the purposes of the Issue on a regular basis to the Company and the BRLM as required by the Company and the BRLM;
- cac) To enter accurate data based on physical ASBA Forms for the purpose of preparation of Designated Intermediary performance report and for resolution of investor grievances, where applicable;
- cad) Settling investor complaints and grievances in a timely manner as given under the SEBI regulations or as specified by Stock Exchanges and maintaining their records;
- cae) To validate the electronic bid details with the Depository records and to reconcile the final certificates received from the SCSBs and the Sponsor Bank with the electronic bid details in terms of the SEBI circular bearing reference no. CIR/CFD/DIL/3/2010 dated April 22, 2010, the SEBI circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, SEBI circular bearing reference no. CIR/CFD/DIL/4/2013 dated January 23, 2013, SEBI circular bearing reference no. CIR/CFD/POLICYCELL/11/2013 dated November 10, 2013, SEBI circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016, SEBI circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P001/676 dated January 21, 2016, SEBI circular bearing reference no. SEBI/HO/CFD/DIL/2/CIR/P201/22 dated February 15, 2018, and the LPI Circulars, on the basis of which the Basis of Allotment will be finalized and ensure compliance with all applicable regulations and guidelines, including the LPI Circulars;
- cif) To immediately inform the Company and the BRLM in case of any requests for withdrawals during Bid/ Issue Period or after the Bid/ Issue Closing Date and maintain the details of the Bids submitted by the Bidders which have been withdrawn during the preparation of Basis of Allotment;

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- ggg) ensure implementation of unified payments interface as per the UPI Circular as payment mechanism for UPI Bidders,
- hh) To prepare a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Investors, Retail Individual Investors and eligible employees. The list should indicate the technical reasons for rejection of all above mentioned investor categories and should be provided within 1 (one) Working Day from the closure of the Issue;
- iii) In relation to Bids made in the QIB Portion, carry on the following activities:
- (i) providing QIB Bid file to the members of the Syndicate on the Bid/ Issue Closing Date;
 - (ii) matching/ validating the QIB Bid file details with the demographic details in the depository database and confirming the status of QIBs such as mutual funds, foreign portfolio investors, banking companies and insurance companies; and
 - (iii) in the event that the status of a QIB is not verifiable (for instance, an investor in the 'other' category) or the information is not consistent with the demographic details in the depository database, (a) cross-checking the details of such QIBs with the SEBI databases and RBI databases; and (b) retrieving scanned copies of the forms and attachments of such QIB from the SCSDs/ Syndicate Members to verify the registration certificate obtained from the SEBI, the RBI or the relevant regulatory authority and the audited financials provided by such investor.
- jj) To identify inactive demat accounts, if any, well in advance for effective lock-in in accordance with the applicable SEBI ICDR Regulations;
- kk) To send the Confirmation Allocation Note ("CAN") to the Anchor Investors and the Allotment Advisor to ASBA Bidders, as applicable who have been Allotted Equity Shares in the Issue;
- ll) To reconcile the data between the Bids registered on the online bidding system of the Stock Exchanges, book schedules and the final certificate received from the Bankers to the Issue and SCSDs;
- mmm) Matching the DP ID, Client ID and PAN specified in the reconciled data with the depository's database;



- nnn) Rejecting the Bids in respect of which the DP ID, Client ID, UPI ID and PAN specified in the recorded data does not match the details in the depository's database;
- ooo) To prepare the schedules in relation to listing application;
- ppp) To prepare and provide correct data in time, and in no event later than 2 (two) Working Days from the closure of the Issue, to enable the Company and the BRLM to determine and finalize the basis of allotment after proper rejection of invalid or incorrect applications as per the RHP and Prospectus and in compliance with SEBI ICDR Regulations in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment;
- qqq) To prepare a list of Allottees entitled to Allotment of the Equity Shares, Allotment Advice in consultation with the Company and the BRLM and preparing the CAN, 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 in its corporate action for credit of Equity Shares upon Allotment / lock-in for pre-issue capital within the timeline prescribed by SEBI from time to time and in giving instructions to the Depositories to carry out lock-in for the pre-issue capital as per the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within 4 (four) Working Days from the closure of the Issue 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-issue share capital as per the SEBI ICDR Regulations and to receive confirmation of lock-in, instructions to SCSSB's/Easwari Bank for unblocking/transferring of funds to Public Issue Account/Refund Account within the prescribed timeline from the Bid/Issue 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 Book Running Lead Manager and the Company, for the cost incurred on account of payment of such interest or damages;
- rrr) To prepare funds transfer schedule based on approved Basis of Allotment;
- sss) In relation to bids made by QIBs, match/validate the QIB Bid file details with the demographic details in the depository database and confirm the status of QIBs as mutual funds, foreign portfolio investors, banking companies and insurance companies;
- ttt) To keep accurately, at all times, the electronic records relating to Bids received from all SCSSBs, the Designated Intermediaries and the BRLM, including:

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- i. Bids from the online Bidding systems of the Stock Exchanges and Bids furnished by SCSEs, the Designated Intermediaries and the BRLM;
 - ii. Particulars relating to the allocation and Allotment of Equity Shares against valid bids;
 - iii. Particulars relating to the requisite money to be transferred to Public Issue Account, in accordance with the terms of this Agreement, the RHP, the Prospectus, the SEBI ICDR Regulations and the Companies Act;
 - iv. Particulars relating to, rejected Anonymous Bids; and
 - v. Providing bank wise data of Allottees, the amount corresponding to the Equity Shares to be allotted and the refund amount to be credited to the Escrow Collection Banks and Refund Bank, as applicable;
- xxx) To specifically record cases of multiple Bids and keep them available for inspection along with the relevant records, namely the electronic data received from the Stock Exchanges and the data validated from the Depositories and to reject multiple bids determined as such based on common PAN;
- xxv) To provide bank wise data of the Allottees, the amount corresponding to the Equity Shares to be Allotted and the refund amount to the Escrow Collection Bank(s) and the Refund Banks, as applicable;
- xxvi) To prepare distribution schedule and analysis form (for purposes of the Stock Exchanges or the Company);
- xxx) Prepare the following registers and other data:
- i. Top 50/100/200 shareholders (for the Stock Exchanges);
 - ii. Allotment registers;
 - iii. Register of members;
 - iv. Index of members;
 - v. Return of Allotment (for the Registrar of Companies), if any;
 - vi. Cross Reference Register;
 - vii. Postal journal for documents mailed; and

 	 
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- viii. Any other registers and/ or data as may be requested by the Company and/ or the Book Running Lead Manager in relation to the Issue.
- yyy) To ensure that allotment made is correct and timely uploading of the correct file in the depository system is made;
- zzz) To co-ordinate with the concerned Depository and ensuring that the number of Equity Shares allocated to each category of Bidders is correct in all respects;
- aaaa) To carry out and comply with the procedures for monitoring activities of the intermediaries;
- bbbb) Post communication of the Basis of Allotment by the Company, to prepare list of Allottees entitled to Allotment of Equity Shares and preparing instructions for transfer/unblocking of funds from the Escrow Account/ASBA Account to the Public Issue Account and from Escrow Account to the Refund Account/ unblocking of funds in ASBA Accounts, as applicable;
- cccc) Preparation of the fund transfer schedule along with reconciliation of total funds received, amount proposed to be transferred, in each case duly certified by the Registrar based on approved Allotment and upon finalisation of the Basis of Allotment, to provide the following details to the controlling branches of each SCSSB and the Sponsor Bank, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Issue Account within the timelines specified under SEBI circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 18, 2015 and SEBI circular no. SEBI/HO/CFD/DIL/ CIR/P/2016/56 dated January 31, 2016 read with circular no. SEBI/HO/ CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 read with its circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/99 dated April 1, 2019 and circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019 and circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/133 dated November 3, 2019, the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, SEBI/HO/CFD/DIL2/CIR/P/2021/2489/1/M dated March 16, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/47 dated March 31, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022 and any subsequent circulars or notifications issued by SEBI in this regard or any other governmental authority in relation thereto from time to time.
- i. Number of Equity Shares to be allotted against each valid Bid and the list of successful Bidders;

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- ii. Amounts to be transferred from the relevant ASBA Account or the Escrow Account to the Public Issue Account (or the refund account, if so required), for each valid ASBA Bid and the date by which such amounts are to be transferred and ensuring that relevant amounts have been transferred as per the prescribed timelines under applicable law;
 - iii. The date by which the funds referred herein above, shall be transferred to the Public Issue Account in accordance with the terms of this Agreement, the Issue Documents and under applicable laws; and
 - iv. Details of rejected bids, if any, along with reasons for rejection and details of unsuccessful bids, if any, to enable the Bidders to the Issue or the SCSBs to refund the amount or unblock the relevant bank accounts, as the case maybe.
 - v. Providing bank-wise data of Allottees, the amount corresponding to the Equity Shares to be allotted and the refund amount to be credited to the Escrow Collection Banks and Refund Banks, as applicable.
- ddddd) In case of failure of the Issue, to give appropriate instructions for unblocking of the relevant ASBA Account, 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 Issue Documents;
- eeeee) To give instructions to the concerned Depository for credit of Equity Shares to the successful Bidders and ensure that correct credit to respective demat accounts is made in timely manner, as specified in the Issue Documents and required under applicable legislations, rules and regulations issued by SEBI. For any delay solely attributable to the Registrar, the Registrar shall be responsible and if any interest or any damages are payable on account of such delay, then the Registrar shall be bound to repay to the Company, the cost incurred by them respectively on account of payment of such interest or damages;
- fffff) To receive the confirmation of credit of the Equity Shares to the demat accounts of the successful Bidders from each of the Depositories and submit the same to the Stock Exchanges and file, along with the Company, the Allotment details with the Designated Stock Exchange and confirm that all formalities are completed;
- ggggg) To give instructions to the Depositories to carry out lock-in for the pre-Issue share capital and receive confirmation from the Depositories within the timelines as specified;

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- kkk) To dispatch letters of Allotment/Allotment Advice, unblocking/ intimations and credit of the Equity Shares to the Allottees' respective demat accounts within the time frame indicated in the Issue Documents subject to certain cases kept in abeyance in consultation with the Company and the BRLM and assist the Company and the BRLM 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 RBI and as provided by SEBI and as included in the Issue Documents;
- lll) To issue duplicate refund orders after obtaining suitable indemnity bond or confirmation from the Refund Bank that the original is not paid and stop has been noted against the same;
- lll) To revalidate refund orders, where permitted;
- kkk) To carry out due procedure in relation to processing of multiple applications as provided in the Issue Documents;
- lll) To comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company and the BRLM;
- mmmm) Finalisation of various post-issue monitoring reports such as final post-issue monitoring report, along with relevant documents/certificates, in consultation with the post-issue BRLM and the Company to be submitted to SEBI within the stipulated time and shall ensure that such reports are based on authentic and valid documentations received from the members of Syndicate and Bankers to the issue;
- nnnn) To ensure that proper investor grievance handling mechanism is in place at its office during the Bid/ Issue Period and after closing of the Issue, as per applicable regulations and to maintain a complete and accurate record in respect of the grievances dealt with under this mechanism and ensure that such records are maintained for a period of at least 8 (eight) years subject to any commercial agreement with the Company for storage of such records and are made available to the Company at regular intervals;
- oooo) To provide all the data, documents, relevant statements/ reports for finalisation of the Basis of Allotment, trading, post-issue monitoring reports, etc., within timelines mentioned in the Issue Documents, in consultation with the Company and the BRLM;
- pppp) To submit relevant documents to the Stock Exchanges for the purpose of obtaining trading approvals;

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- qqqq) To settle investor complaints and grievances pertaining to Allotment of shares, refund orders, delay in dispatch of Allotment Advice, refund orders or any investor grievances related to the Registrar's scope of services, complaints, communications received from SEBI, the Stock Exchanges and other regulatory agencies in a timely manner in accordance with any applicable legislation and any rules, regulations and guidelines issued by SEBI, and provide requisite reports to the Company the BRLM during the Issue Period and after closing of the Issue;
- rrr) To assist the Company in providing necessary reports/ information and complying with formalities relating to release of security deposit to be placed by the Company with the Designated Stock Exchange;
- ssss) Reconciliation on regular basis of the data between Bids registered on the electronic bidding system of the Stock Exchange and ASBA Forms;
- ttt) To coordinate with the Refund Banks for dispatch of refunds whenever the refunds set through electronic modes have bounced. The Registrar shall maintain proper records of such refunds;
- uuuu) In accordance with applicable laws, ensuring the timely withdrawal of funds or refund of the monies received from the Bids, (or part thereof) which are unsuccessful or rejected (to the extent they are unsuccessful or rejected);
- vvvv) To initiate corporate action to Allot Equity Shares to the successful Bidders, after the approval of Allotment of Equity Shares;
- wwww) To ensure that the Offered Shares are transferred to the Share Escrow Account in accordance with the Share Escrow Agreement;
- xxxx) To ensure timely deposit of the Equity Shares in the Share Escrow Account and to ensure that the allotment of Offered Shares to the successful Bidders is undertaken in a timely manner;
- yyyy) To ensure that all steps for completion of necessary formalities for commencement of trading of the Equity Shares at all the Stock Exchanges where the Equity Shares are proposed to be listed, are taken within 8 (six) Working Days from the date of closure of the Issue or within such timeline as prescribed by SEBI;
- zzzz) To give instructions to transfer the funds from the Escrow Account to the Public Issue Account, for eventual credit to the Company in accordance with the Issue Documents and applicable laws;

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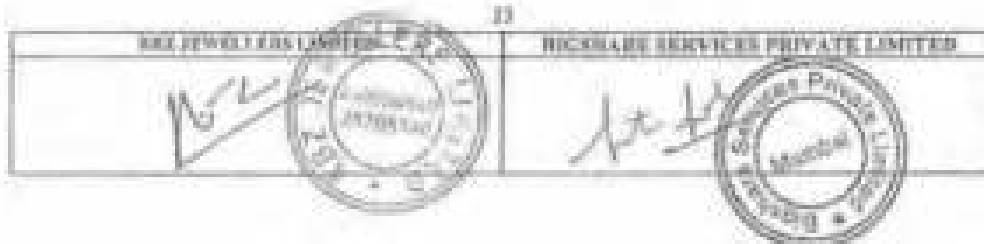
 	 
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- 66666) To consolidate the list of subscriptions received through the underwriters to the Issue, if any, and evaluating their performance;
- 66666) To prepare a statement of selling commission payable, if any, and arrange for their dispatch within the timelines mentioned earlier;
- 66666) To provide data to assist the Company and the BRLM in publishing Allotment advertisement before the commencement of trading, prominently displaying the date of commencement of trading in all newspapers where the pre-Issue, Bid/ Issue Opening/Closing advertisements have appeared earlier;
- 66666) To arrange to obtain certificates from the Auditors/Company Secretary with regard to the securities under a "lock-in" period, if any, and also that the Allotment has been made only as per the approved Basis of Allotment, by the Stock Exchanges;
- 66666) To provide weekly reports to the Company and the BRLM on the (i) status of Equity Shares lying in the Share Escrow Account; (ii) status of refunds received undelivered and electronic refunds rejected and steps taken to refund such undelivered refunds; and (iii) status of redressal of investor complaints received in the format specified by the Company and the BRLM;
- 66666) To capture data from the electronic Bid data files for the purpose of payment of brokerage/successing fees and preparation of schedule of brokerage payable to the BRLM and the Designated Intermediaries based on the terminal from which the bid has been uploaded;
- 66666) To provide detailed statements for payment of brokerage, including providing within 2 (two) Working Days from the Bid/ Issue Closing Date, the commission/processing fees payable to the Designated Intermediaries. The payment to Registered Brokers shall be made in accordance with SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012, and as disclosed in the Issue Documents. The payment to CDPs and RTAs shall be made in accordance with SEBI circular CIR/CFD/POLICYCELL/11/2015 dated November 18, 2015, and as disclosed in the Issue Documents. The quantum of commission payable shall be determined on the basis of the applications which have been considered eligible for the purpose of Allotment, in accordance with applicable laws;
- 66666) At the time of finalization of the Basis of Allotment, the Registrar shall verify the FAN, issued by the Income Tax Department of India, and check compliance for SEBI circular no. IMD/PPIC/CIR/7/2018/14 dated July

BID/ISSUE/CFD DATED	BIDSHARE SERVICES PRIVATE LIMITED
	

13, 2018, for a single foreign portfolio investor. Further, the Registrar shall obtain validation from the Depositories for the foreign portfolio investors who have invested in the Issue to ensure there is no breach of investment limits set out under the SEBI (Foreign Portfolio Investors) Regulations, 2019, as amended within the timelines for issue procedure, as prescribed by SEBI from time to time.

- (iii) It shall comply with the SEBI circular IMD/PPIC/CIR/P/2018/114 dated July 13, 2018 in relation to SEBI (Foreign Portfolio Investors) Regulations, 2019, as applicable, including ensuring that the purchase of Equity Shares of the Company by a single foreign portfolio investor or an investor group shall be below ten percent of the total issued capital of the Company.
- (iii) To ensure compliance with all applicable regulations and guidelines, including the provisions of the SEBI Circular bearing reference no. CIR/CFD/DIL/1/2010 dated April 22, 2010, the SEBI Circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI Circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, the SEBI Circular bearing reference no. CIR/CFD/DIL/ 4 /2013 dated January 23, 2013, the SEBI Circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, the SEBI circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016 and the SEBI Circular bearing reference no. SEBIHQ/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, SEBI Circular bearing reference no. SEBIHQ/CFD/DIL/CIR/P/2018/23 dated February 15, 2018 and the UPI Circular and any subsequent circulars or notifications issued by SEBI in this regard or any other governmental authority in relation thereto from time to time;
- (iv) Where the Registrar is required to issue with third parties for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within the prescribed timelines so that there is no delay in completing the Assignment within the prescribed timelines;
- (iii) To provide assistance to the Company and the BRLM in all other work incidental to or connected with processing of electronic Bids, applications for issue/ referrals/ Allotment/ investor services/ trading permission/ connectivity with the Depositories;
- (iv) To co-ordinate with Depositories, Stock Exchanges and any other regulator for processing their invoices/ bills with respect to fees/ charges paid to them in relation to the Issue;



- (nnnn) To provide in a timely manner all accurate information to be provided by it under this Agreement;
- (oooo) The scope of services will also include all the necessary web services that are generally offered by a registry service firm;
- (pppp) To submit the bank-wise pending UPI applications for unlocking to SCSBs along with the allotment file not later than 5:00 P.M. IST on the day after the finalization of the basis of allotment or such other timeline as may be prescribed under applicable law;
- (qqqq) To co-ordinate with the Sponsor Bank/SCSBs and submit a comprehensive report on the status of debit/unblock requests of Allottees/ies-Allottees to the Book Running Lead Manager within the timelines specified in and in the format mentioned by SEBI;
- (rrrr) To advise the Company on the amount of stamp duty payable and mode of payment of such stamp duty on the Equity Shares being allotted through the Issue; and
- (ssss) To enter into any other agreements or to undertake any or all other activities though not specifically covered in this Agreement yet required for purpose of the Issue, including for obtaining the trading permission from the stock exchanges.

E. In connection with the Issue, the Registrar shall maintain accurately and with reasonable care such records as are required to be maintained under applicable laws, including the RTA Regulations and for the minimum duration prescribed under applicable laws, without limitation, the following:

- (a) all the Bid cum Application Forms received from Bidders by the Syndicate, the SCSBs and the Registered Brokers, SEBI Registered RTAs, DPs authorized to accept and bid as per information provided on the website of the stock exchanges in respect of the Issue, the data/information received from SCSBs including but not limited to bank schedule, final certificate and schedule relating to the amount blocked by Sponsor Bank or SCSBs in the ASBA Account and final Bid file received from the Stock Exchanges;
- (b) all the electronic records relating to Bids received from all Designated Intermediaries including Bids taken from the online bidding system of the Stock Exchanges and the Designated Intermediaries furnished by the BRLM and the Designated Intermediaries;
- (c) all the ASBA Forms of Bidders rejected and reasons thereof and details of the rejected, withdrawn or unsuccessful Bid cum Application Forms;

	
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- (d) particulars relating to rejected/ withdrawn/ unsuccessful Bids and details of Bids submitted by the Bidders which have been withdrawn;
- (e) particulars relating to all the rejected 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;
- (f) Basis of Allotment of Equity Shares to the successful Bidders as finalized by the Company in consultation with the BRLM and Designated Stock Exchange, along with relevant assurances and details;
- (g) demographic details obtained from the concerned Depositories;
- (h) terms and conditions of the issue of the Equity Shares;
- (i) particulars relating to allocation and Allotment of Equity Shares against valid Bids;
- (j) list of names of successful Bidders and unsuccessful Bidders, including successful ASBA Bidders and unsuccessful ASBA Bidders;
- (k) particulars relating to the allocation and Allotment of the Equity Shares pursuant to the issue;
- (l) particulars relating to the monies to be transferred to the Public Issue Account from the respective ASBA accounts against valid bids and the refunds to be returned/blocked to the Bidders;
- (m) particulars relating to the amounts collected from SCSDs where the Bids were uploaded by the BRLM and the Designated Intermediaries;
- (n) details of multiple electronic Bids submitted by Bidders (determined on the basis of common PAN) and rejected by the Registrar;
- (o) reconciliation of the compiled data received from the Stock Exchange(s) with the details of collections/blocked amount received from the SCSDs, BRLM and the Bankers to the issue and match the same with the Depositories' database for correctness of DP ID, Client ID, UPI ID and PAN;
- (p) refund orders dispatched to Bidders in respect of application monies received from them in response to the issue and revalidation and issue of duplicate refund orders;
- (q) details of allotment to Equity Shares;

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- (r) details of files in case of refunds to be sent by electronic mode such as NACH, NECS, RTGS, NEFT, LPI, direct credit etc.;
- (s) details of demand drafts issued, if any;
- (t) records of correspondence in respect of investor complaints, grievances or queries;
- (u) records of investor communication, including withdrawal requests, and communication for verifying DP ID and/ or other details;
- (v) records of returned mail showing details of contents of the letter details of refund orders, date of dispatch, date of return and reasons for being returned;
- (w) records of pre-printed issue stationery, including Allotment Advice, refund warrants and duplicate refund warrants showing details of such stationery received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;
- (x) reconciliation between funds deposited in the Escrow Bank and total of amounts stated in ASBA Form received in the issue;
- (y) recording the change of address, mandate, POA, tax exemption requests, nomination, registration etc.;
- (z) All confirmations received in relation to the issue from various intermediaries and other parties including but not limited to confirmation of funds blocked from the Sponsor Bank and the respective SCSBs, confirmation on pre-issue lock-in and the confirmation of demat credit from the Depositories;
- (aa) Minutes of the meeting between the Company, the BRLM and the Registrar in relation to finalisation of technical rejection of applications;
- (bb) complaint register containing details of the date of receipt of complaint, particulars of complaint, nature of complaint, date of disposal and manner in which disposed of. Complaints received from SEBI shall also be recorded in the complaint register in addition to the complaints received directly; and
- (cc) such other records as may be specified by SEBI, the Company, the Designated Intermediaries, Sponsor Banks and/or the BRLM for carrying on the activities as Registrar to the issue.

Subject to the provisions of any other law and commercial arrangements with the Company for storage of such records, the Registrar shall preserve all aforesaid records.

MR. JEWELL PUNJ LADDER	RIGIDARE SERVICES PRIVATE LIMITED
 	 

and documents for a minimum period of 8 (eight) years from the date of listing and commencement of trading of the Equity Shares. The Registrar shall provide the Company and the Book Running Lead Manager with any report that is required by them using the information specified above in a timely manner.

9. The Registrar shall not and shall ensure that its officers, employees and agents shall not, either during the term of, or after the termination of, their appointment hereunder, divulge to any third party during or after completion of the Issue any confidential information about the Company, the Issue or the demographic details given by the Bidders which comes to its knowledge in its capacity as the Registrar to the Issue.
10. "Confidential Information" shall include, but shall not be limited to, trade secrets in any form or manner, know-how, proprietary information, financials, processes, marketing plans, forecasts, ideas, unpublished financial statements, budgets, business plans, projections, prices, costs, policies, quality assurance programs, price lists, pricing policies, software or related technical information, marketing data and techniques, operation manuals, any notes, compilations, studies, interpretations, presentations, correspondence, reports, statements and any other business and financial information and research and development activities that may be disclosed, whether orally or in writing, to each other and/or any of their affiliates, or that may be otherwise received or accessed by the Registrar in the course of performing this Agreement. The Registrar shall adopt high standards of data security and privacy norms, in accordance with the regulatory and statutory provisions under applicable law in this regard.





This Clause shall survive the date of termination or expiration of the Agreement, whichever is earlier.

11. The Registrar shall provide accurately and in a timely manner all information to be provided by it under this Agreement, to ensure proper Allotment and transfer of the Equity Shares, dispatch of instructions to SCSBs to unblock the bank accounts of the respective ASBA Bidders or release funds from the Escrow Account, as the case may be, pursuant to approval of bank of Allotment by the Designated Stock Exchange without delay. The Registrar shall be responsible for the correctness and validity of the information relating to any refunds required to be made that has been provided by the Registrar to the Bidders to the Issue, the Refund Bankers, or any of their corresponding banks.
12. Pursuant to the SEBI circular No SEBI/CFD/DIL/31/2008/307 dated July 30, 2008, and any other circular of SEBI, if any, the Registrar shall be responsible for the correctness and validity of the information furnished by it to the SCSBs and shall be liable for penalties and commissions in discharging its responsibilities under this Agreement.



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CAP JEWELLERY INDIA PVT. LTD.	HIGHWAVE SERVICES PRIVATE LIMITED
	

- (3). The Registrar shall ensure that:
- a. investors shall be sent first response within 3 (three) Working Days after receipt of complaint;
 - b. the enquiries and/or complaints from Bidders, are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;
 - c. in accordance with Applicable Laws, ensure the timely unblocking of funds or in case of Anchor Investors refund of the monies received from the Bids (or part thereof) which are unsuccessful, rejected or withdrawn (to the extent they are unsuccessful, rejected or withdrawn) and shall follow up with the SCSBs to receive details of pending applications for unblocking from the Sponsor Banks not later than 3:00 P.M. IST on the day after the finalization of the Basis of Allotment (or such other timeline as may be prescribed under applicable law). The Registrar shall also follow-up with the SCSBs for completion of unblock for non-allotted/partial-allotted applications within the closing hours of bank on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under applicable laws);
 - d. the Registrar has a proper system to track, address and redress investor complaints;
 - e. adequate steps are taken for proper allocation and Allotment and unblocking/refund of funds without delay and as per applicable laws;
 - f. for the electronic Bids which are rejected as invalid because of DP ID/ Beneficiary Account ID, LPI ID or PAN particulars captured by the Designated Intermediaries, capture the name and address as and when received from the SCSBs and unblock funds at the earliest;
 - g. uniform procedure is followed for the processing of ASBA Forms;
 - h. it shall provide status update at periodic intervals to the SRLM and the Company on:
 - i. return refunds through ECS/physical and steps taken by the Registrar to update the same;
 - ii. the Equity Shares lying in the share escrow account; and
 - iii. nature and status of investor grievances.
 - i. the information furnished to the Designated Intermediaries in discharging their responsibility under the ASBA process is correct and valid;

THE REGISTRAR, SEBI  	INCUBATE SERVICES PRIVATE LIMITED  
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- j. It maintains an insider list in accordance with the directions of the Company; and
- k. The Registrar shall be responsible for the correctness and validity of the information furnished by it to the Designated Intermediaries, Sponsor Bank and the Syndicate and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.
14. This Agreement entered into between the Company and the Registrar is for engaging Bigshare Services Private Limited as the Registrar to the issue and does not in any way bind the Company to continue seeking the services of Bigshare Services Private Limited as the registrar and share transfer agent of the Company. The Company has the absolute right to appoint any other agency as its registrar and transfer agent. In the event of appointment of any other agency as the registrar and transfer agent other than Bigshare Services Private Limited or its associates/ affiliates, the Registrar shall transfer/ part with all and every information pertaining to the investors/ shareholders available to the Registrar by virtue of being the Registrar to the issue in a format compatible to the registrar and transfer agent appointed by the Company without any additional charges.
15. The Registrar undertakes that it shall not generally and particularly in respect of any dealings in the Equity Shares be party to:
- creation of fake market;
 - price rigging or manipulation;
 - providing of unpublished price sensitive information to any third party including without limitation brokers, members of the Stock Exchanges and other intermediaries in the securities market or take any other action which is not in the interest of the investors;
 - neither it nor any of its directors, partners or managers having the management of the whole or substantially the whole of the affairs of their business shall either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading; and
 - 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 issue, and the Registrar and its affiliates (wherever applicable) have conducted their business in compliance with applicable anti-corruption laws and have

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initiated and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws.

16. The Registrar represents and warrants to the other Parties to this Agreement that:
- (a) it is knowledgeable about anti-bribery laws applicable to the performance of this Agreement and will comply with such laws;
 - (b) it has not made, offered, authorized, or accepted, and will not make, offer, authorize, or accept, any payment, gift, promise, or other advantage, whether directly or through any other person, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant anti-bribery laws;
 - (c) it will immediately notify the Company and the BRLM if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph;
 - (d) it will ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities in which they pertain, such as the purpose of such transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged; and
 - (e) it will maintain adequate internal controls and procedures to ensure compliance with anti-bribery laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in their books and records, keeping such books and records available for audit for 8 (eight) years following termination of this Agreement.
17. Immediately on receiving the instructions from the Company and/or the BRLM as the case may be, the Registrar shall issue instructions to unblock the ASBA Account and/or dispatch the refund orders within the period specified in the Issue Documents. If the Company is liable to pay interest due to delay in refunding the account, where such a delay is attributable solely to the Registrar's failure to refund the account or to provide instructions to the SCRBs to unblock the bank accounts of the respective ASBA Bidders within the period stated in the Issue Documents on receiving the instruction to do so from the Company and/or the BRLM, the Registrar shall be liable to indemnify the Company for the cost incurred by the Company in paying interest or any other cost incurred, as per the applicable laws. If the Company or the BRLM are made liable to compensation/damages for delay in credit of Equity Shares to Bidders' accounts, where such delay is attributable to Registrar's failure to credit the shares within the stipulated time/reasonable time/ time mentioned in the Issue Documents, rules, regulations and circulars issued by SEBI or in case of any failure or part of the Registrar to undertake such actions as may be required in connection

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with the Assignment and as set out in this Agreement, the Registrar shall be liable to indemnify the Company or the BRLM for such compensation/damage, loss etc. incurred by the Company or the BRLM, as the case may be.

18. The Registrar undertakes to immediately, on the date of this Agreement, execute and deliver to the BRLM a letter of indemnity in the format set out in Schedule IV to this Agreement. The Registrar acknowledges and agrees that entering into this Agreement for performing its services to the Company is sufficient consideration for the Letter of Indemnity.
19. In case of refunds through electronic means like NACH, ECS, Direct Credit, RTGS, NEFT etc., the Registrar shall be solely responsible to pick up the relevant details from the ASBA Form or depository(ies) and provide the Refund Bank(s) with the requisite details and files. If the refund orders once sent to the address obtained from the Depositories are returned undelivered, the address and other details given by the Bidder (other than ASBA Bidders) in the Bid cum Application Form will be used by the Registrar to ensure dispatch of refund orders.
20. The Registrar agrees that it will not hand over any Bid cum Application Form or other documents or records relating to the issue to any other person (except to the BRLM and the relevant Stock Exchanges, subject to the Registrar having provided prior notice of such disclosure to the Company) until the completion of the dispatch of Allotment Advice, refund orders, credit of Equity Shares etc. The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without the written consent of the Company. The Company agrees that they will have access to the applications or documents relating to the issue at the office of the Registrar (as indicated at Clause 21 below).
21. The Registrar will handle the issue related work from its office at 56-2, 6th Floor, Private Business Park, Next to Azura Centre, Mahakali Caves Road, Andheri East, Mumbai - 400093, Maharashtra, 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 issue.
22. The Company shall make available to the Registrar requisite funds for postage, mailing charges for dispatching of Allotment letters/Allotment/allocation advice, credit to demat account of Bidders etc. and refund order in case of any refund to be dispatched within 2 (two) Working Days from the date of closure of the issue. On Allotment, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar shall maintain a proper account of the amount spent by it on behalf of the Company.
23. The Registrar will extend necessary assistance to the public representative deputed by SEBI and the Designated Stock Exchange. In the case of over-subscription, Allotment will be done in the presence of a Stock Exchange representative and the Registrar will

RBI JEWELLERY	HIGHWAVE SERVICES PRIVATE LIMITED
	

extend all facilities to complete the Allotment process smoothly and speedily. The Company shall also extend all necessary assistance to the Registrar in such matters.

24. The Registrar shall act as a nodal agency for redressing complaints of Bidders, including providing guidance to Bidders regarding approaching itself or the concerned SCSB or Designated Intermediary.
25. The Registrar shall extend all necessary support to the Company, the BRLM and the Designated Intermediaries as may be required for the smooth and speedy functioning of the ASBA process.
26. The issue stationery including, certificates, letters of allotment, allotment allocation advices and refund orders shall be kept ready and handed over to the Registrar by the Company within 1 (one) Working Day from the date of closure of the Issue and the Company shall be responsible for any delays on this account. The Company will arrange to obtain prior approval for the issue stationery from the Stock Exchanges and Refund Bankers.
27. The Registrar will finalise the final post-issue monitoring report, along with relevant documents/certificates, in consultation with the post-issue BRLM, the Company to be submitted to the SEBI within the stipulated time.
28. The Registrar will provide all the relevant statements/reports to ensure commencement of trading within timelines mentioned in the Issue Documents, in consultation with the Company and the BRLM.
29. The Registrar will also carry out the following activities:
 - a) Liaise with the Company to ensure that the Equity Shares offered in the Issue are transferred to a demat escrow account in accordance with the Share Escrow Agreement.
 - b) Initiate action to transfer the Equity Shares from the Share Escrow Account.
 - c) Give instruction to transfer the funds from account set for Anchor Investors and ASBA Accounts to the Public Issue Account for eventual credit to the Company.
30. The Company agree that the formats of all reports, statements, and other documents shall be in conformity with the standard designs approved by the Designated Stock Exchanges and SEBI as applicable.
31. The Parties agree that the fees and charges payable to the Registrar for handling the Assignment, including postage/other expenses payable post completion of the Issue,

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shall be as specified in Schedule I, and after deducting all taxes, duties and levies as per applicable laws.



12. The Registrar shall provide such information and data as required by the BRLM with intimation to the Company and provide certificates as may be reasonably requested by the BRLM, including at the stage of closure of the issue, rejection of Bids, etc.
13. 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 does not take a special contingency policy to cover risks arising out of fraud, forgery, errors of commission or omission etc.
14. In the event of complete collapse or dislocation of business in the financial markets of the country due to war, insurrection or any other serious sustained, political or industrial disturbance or in any event caused by *force majeure* including pandemic and epidemic as may be agreed to between the Parties, any of the Parties may terminate this Agreement with mutual consent before the opening of the issue. However, prior to exercising the option to terminate, the Parties shall need to mutually decide on the future course of action and if they fail to arrive at a mutually agreeable course of action within 15 (fifteen) Working days from the date on which the event of *force majeure* occurs, then any of the Parties shall be entitled to terminate this Agreement by giving 15 (fifteen) Working Days' notice to the other Parties of its intention to so terminate this Agreement. The Registrar shall continue to be responsible for the services detailed herein till termination of the Agreement.
15. The Company will be entitled to terminate this Agreement in the event the Registrar's certificate of registration with the SEBI is suspended/ cancelled or if SEBI debars the Registrar from carrying on its activities or if the Registrar is in any way prohibited, either by an order of a competent court or in any other manner, from carrying on the activities of a registrar and share transfer agent.
16. In the event the Company, in consultation with the BRLM, decide not to proceed with the issue, this Agreement shall immediately stand terminated without the Registrar having recourse to compensation from the Company. Further, the Company may terminate this Agreement with or without cause, upon giving 7 (seven) days' notice to the Registrar of its intention to so terminate this Agreement, the Registrar would be paid by the Company only to the extent of services rendered by it until such termination; provided however, that the reasons for such termination shall be disclosed to the Registrar by the Company in writing.
17. In the event this Agreement is terminated, then it shall be the duty of the Registrar to extend all such support as may be required by the Company or its newly appointed registrar to the issue towards taking over duties and responsibilities as the registrar to

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the issue. However, the Registrar shall continue to be responsible for the Assignment until the termination of this Agreement, except as otherwise mutually agreed.

38. The Registrar shall redress complaints of the Bidders within 3 (five) days of receipt of the complaint during the currency of this Agreement and shall continue to do so during the period it is required to maintain records under the RTA Regulations and until the complaints arising out of the Assignment are finally redressed and the Company shall extend necessary co-operation to the Registrar for its complying with such regulation. The Registrar shall provide a status report of redressal of investor complaints on a fortnightly basis to the Company and the BRLM in a mutually agreeable format. Similar status reports shall also be provided to the Company, as and when required.
39. The Registrar's responsibility under this Agreement will be restricted to the duties of the Registrar as agreed to herein and as required under applicable laws including the RTA Regulations and the SEBI ICDR Regulations and the Registrar will not be in any way construed to be an agent of the Company in any other business of Company in any manner whatsoever.
40. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or in the Appointment Letter any deficiency in the services rendered or any deficiency in service, or a failure to perform any service and/or not being performed to the satisfaction of the Company as contemplated under this Agreement or in the Appointment Letter by the Registrar, the Company shall have right to terminate the appointment of the Registrar without assigning any reason thereof. Further, the Registrar shall ensure that the Registrar will take all measures at its own cost to rectify such defaults and non-performance of services and redress such deficiencies and the Registrar shall be directly responsible to and shall indemnify and keep indemnified and harmless the Company, the BRLM and their respective directors, officers, employees 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 shall be entitled to terminate the Agreement immediately, if the Registrar is unable to rectify such defaults, deficiency or non-performance within a period of 10 (ten) days of receipt of written notice of such breach by the Company. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then they shall within 2 (two) Working Days upon being instructed by the Company and/or the BRLM transfer all the documents in their possession including those related to the Equity Shares, to any other registrar/depository as instructed by the Company and/or the BRLM.
41. The Registrar shall act with due diligence, care and skill while discharging the Assignment.

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 <p style="text-align: center;">NISHANT SERVICE PRIVATE LIMITED</p>	 <p style="text-align: center;">NISHANT SERVICE PRIVATE LIMITED</p>
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42. The Registrar shall act with due diligence, care and skill while discharging the Assignment. The Registrar shall indemnify and hold harmless the Company and the BRLM, their respective affiliates, directors, officers, employees, agents and advisors (collectively "Indemnified Parties") at all times from and against all suits, proceedings, claims, actions, losses, damages, penalties, liabilities, cost, charges, expenses and demands which may be made or commenced against the Indemnified Parties by any Bidders for or holder of the Equity Shares issued, any governmental authority or other third party against the Indemnified Parties as a consequence of any act or omission of or any failure or deficiency or error on the part of the Registrar or any of its officers, employees or agents in performing or fulfilling the Assignment or any other function, duties, obligations and services under this Agreement. 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. The Registrar shall further indemnify and refund all costs incurred by the Company and their respective affiliates directors, officers, employees, agents and successors in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement and in responding to queries relating to such services from SEBI and/or the Stock Exchanges and/or any other statutory or regulatory authority or a court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omissions committed by the Registrar in good faith. In this regard, as set out hereinafter, the Registrar undertakes to immediately, on the date of this Agreement, execute and deliver a letter of indemnity in the format set out in Schedule IV to this Agreement, to the BRLM, to indemnify the BRLM for any or all losses, liabilities, claims, actions, suits, demands, proceedings, damages, awards, judgements, costs, charges and expenses, including, without any limitation, attorney's fees and court costs arising out of a breach or alleged breach of the obligations of the Registrar under this Agreement. The Registrar acknowledges and agrees that entering into this Agreement for performing its duties and responsibilities is sufficient consideration for the letter of indemnity. The Registrar acknowledges and 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 is sufficient consideration for the Letter of Indemnity.
43. The Registrar may have to provide certain information regarding the Bidders as may be required under any legislation or regulation to certain statutory and regulatory authorities including, without limitation, income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement.
44. Any notice, communication or documents to be given to the Parties may be given by personal delivery, registered/post paid, telex, email or by fax/airmail. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given if given by personal delivery when so delivered, if given by

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registered/speed post on expiration of 3 (three) Working Days after the notice etc., shall have been delivered to the post office for onward dispatch, and if given by email or facsimile upon transmission thereof, provided however that any action, etc., given by telex, shall be confirmed in writing.

All notices to the Parties shall be addressed as under:

If to the Company:

RBS JEWELLERS LIMITED

Block-D, Mondal Retail Park,
Near Rajpath Club,
S.G. Highway, Beside Izzac Mall,
Ahmedabad, Gujarat - 380054,
India

Attn: Heli Alank Garia, Company Secretary and Compliance Officer

Email: cs@rbsjewellers.com

Tel: +91-79-29915740

If to the Registrar:

Bigshare Services Private Limited

5th-2, 6th Floor, Pinnacle Business Park,
Next to Akasa Centre, Mahakali Caves Road,
Andheri East, Mumbai - 400093,
Maharashtra, India

Attn: Jitin Jethi

Tel No: +91-22-62618200

Email: jps@bigshareonline.com

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

45. The Parties agree that non-compliance of any of the covenants contained herein by any Party shall be reported to the SEBI within 7 (seven) days by the other Party and shall also be reported to the Company and the BRLM immediately.
46. In the event of a breach by any Party, the defaulting Party shall have the right to cure such breach within a period of 10 (ten) days of receipt of written notice of such breach by the non-defaulting Party. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) if any dispute, difference or claim arises between the Parties hereto in connection with this Agreement or the validity, performance, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement,

RBS JEWELLERS LIMITED	BIGSHARE SERVICES PRIVATE LIMITED
	

the Parties shall attempt in the first instance to resolve the issue through negotiation. If the dispute is not resolved through negotiation within 15 (fifteen) working days after commencement of discussion, any Party may refer the dispute for resolution to an arbitration tribunal consisting of 3 (five) arbitrators, 1 (one) arbitrator to be appointed by the Company, 1 (one) arbitrator to be appointed by the Registrar, 1 (one) arbitrator to be appointed by the BRLM and the three (3) arbitrators will jointly appoint 2 (two) arbitrators, in accordance with the Rules of Indian Council of Arbitration. The cost for the appointment of all the arbitrators shall be borne equally by the Parties. All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996 as amended, and shall be conducted in English. The arbitration shall take place in Ahmedabad, India and shall be governed by the laws of India. The arbitral tribunal shall provide a speaking and reasoned award and state the reasons on which it is based. Language of Arbitration shall be English.



37. Notwithstanding the power of the arbitrators to grant interim relief, the disputing parties shall have the power to seek appropriate interim relief from the Courts of Ahmedabad, India without taking recourse to the negotiation as mentioned in Clause 45 above. The arbitration award shall be in English and shall be final and binding on the disputing parties and the disputing parties agree to be bound thereby and to act accordingly. The arbitrators may award to a disputing party that substantially prevails on the merits, its costs and expenses. The Parties shall bear their respective costs incurred in the arbitration unless otherwise awarded or fixed by the arbitration tribunal.
38. 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. The disputing parties shall cooperate in good faith to expedite, to the maximum extent practicable the conduct of any arbitral proceedings commenced pursuant to this Agreement.
39. This Agreement shall be governed by and construed in accordance with the laws of India.
40. Unless terminated earlier in accordance with its terms, this Agreement will expire and stand terminated upon the expiry of 18 (eighteen) months from the date of closing of the Issue, provided that Clauses 40(a), 8, 9, 14, 15, 19, 21, 31, 32, 35, 37, 39, 40, 42, 43, 44, 47 and this Clause 48 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.
41. The Registrar shall act in accordance with and execute all the instructions communicated to it by the Company under the BRLM.

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SRI JEWELLERS LIMITED	SIGNATURE SERVICES PRIVATE LIMITED
	

32. 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).
33. If any provision(s) of this Agreement is held to be prohibited by or invalid under applicable laws or becomes inoperative as a result of change in circumstances, such provision(s) shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.
34. In the event of any inconsistency or dispute between the terms of this Agreement and the Appointment Letter in relation to scope of work to be undertaken by the Registrar, the terms of this Agreement shall prevail, provided that the Appointment Letter shall prevail over this Agreement where such inconsistency or dispute relates solely to the fees and expenses payable to the Registrar. 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.
35. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

[THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK]

SRI JEWELLERS LIMITED	BICSHARE SERVICES PRIVATE LIMITED
 	 



IN WITNESS WHEREOF the Parties hereto have set their hands on the day and year hereinafter written:

For RBZ JEWELLERS LIMITED

For, RBZ Jewellers Limited


Director
Authorized Signatory

Name: Harit Zaveri
Designation: Joint Managing Director

RBZ JEWELLERS LIMITED	HIGHERANCE ADVISORS PRIVATE LIMITED
	

IN WITNESS WHEREOF the Parties hereto have set their hands on the day and year hereinabove written:

For BIGSHARE SERVICES PRIVATE LIMITED

Authorized Signatory

Name: Jibu John

Designation: General Manager

BIG JEWELLERY LIMITED	BIGSHARE SERVICES PRIVATE LIMITED
	

SCHEDULE I

SCHEDULE OF FEES:

S. No.	Description of services	Fee
1.	Processing Fee	Rs. 1,00,000/-
2.	Validation of Depository Details	(Rupees One Lakh only) or Rs. 0.50/-
3.	Collection of Final Certificate from the SCSB Banks for both Direct, Syndicate ASBA & UPI applications/bids	(Rupees fifty paise only) per application,
4.	Recon between bid files & amount blocked by ASBA, Syndicate ASBA and UPI Banks	whichever is higher.
5.	Technical Rejection	
6.	Recon of Allotment	
7.	Preparation of files to ASBA, Syndicate ASBA and UPI banks for blocking/ unblocking of investors account.	Subject to maximum of Rs. 4,00,000/-
8.	Lodging Corporate Action documents with both depositories for credit of shares.	
9.	Assisting the Company in Listing formalities	
10.	Hearing Investor Allotment / non allotment information on BSEPL Website	(exclusive of all taxes)
11.	Allotment Information by Email	
12.	SMS intimation as per latest SEBI circular, April 2022	
13.	Handling and Servicing of Pre and Post-Issue Investors' Queries, either in Person, on Phone, Written Communication, by E-mail, Fax, etc. for a period of 3 months from the closure of issue	

MR. JEWELLERS LIMITED	HIGHWAVE SERVICES PRIVATE LIMITED
	

SCHEDULE II

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

Note: The Registrar shall be responsible for activities related to ASBA, 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 issue and in the post-issue process, as may be directed by the Company or the BRLM, to the Registrar.

S. No.	ACTIVITY	Party Responsible
A. PRE-ISSUE WORK:		
1.	Design of ASBA Form, book schedule, pre-printed stationery all of which should be in conformity with applicable laws, rules and regulations.	Company in consultation with the BRLM/Registrar
2.	Finalisation of the Booklet of Issue, list of Branches (Controlling and collecting branches)	Registrar in consultation with the BRLM
3.	Preparing and issuing detailed instructions on procedure to be followed by the Designated Intermediaries.	Registrar in consultation with the BRLM
4.	Arranging dispatch of applications, schedule for listing of applications to the Designated Intermediaries.	Registrar in consultation with the BRLM and Company
5.	Placing of orders for and procuring pre-printed stationery.	BRLM in consultation with Registrar and/or Company
B. ISSUE RELATED WORK:		
1.	Expediting dispatch of applications, final certificate from collecting branches and obtaining the electronic Bid data from the Stock Exchange(s).	Registrar
2.	(a) Collection of Bid cum Application Forms from the SCSBs, Syndicates, Collecting DPs, Collecting RTAs, Registered Brokers etc. (b) Processing all Bid cum Application Forms in respect of the issue including for the purpose of determination of brokerage payable to syndicate members and their associates. (c) Collection of application data along with final	Registrar

NRZ JEWELLERS LIMITED 	BIGSHARE SERVICES PRIVATE LIMITED 
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S.No.	Activity	Party Responsible
	<p>certificate and schedule pages from controlling branches of SCSB and the Sponsor Bank</p> <p>(d) Upon closure of the issue, collect the bid file from the Stock Exchanges and validate the DP ID, Client ID, UPI ID and PAN with the depository database and provide a file through the BRLM to the concerned syndicate member of the error bids which will be considered as invalid.</p>	
3.	Informing Stock Exchange/SEB and providing necessary certificates to BRLM on closure of issue.	Company/Registrar
4.	Preparing Underwriter statement in the event of under subscription after the issue closes and seeking extension from the Stock Exchanges for processing.	Registrar/ Company/ BRLM
5.	Scrutiny and processing of applications received from the Designated Intermediaries.	Registrar
6.	Sending the electronic Bid file with certain fields like application number, number of shares, amount or with any other additional fields as may be required by the escrow bankers to all the SCSBs to facilitate validation of the bid forms for the Bids which are entered in the Stock Exchange.	Registrar/ SCSBs
7.	Numbering of applications and bank schedule and attaching them for control purposes.	Registrar
8.	Reconciliation of number of bids, securities applied and money received with final certificate received from the SCSBs	Registrar
9.	Reconciliation of compiled data received from Stock Exchange(s) with details of collection/blocked amount received from the Escrow Collection Banks and SCSBs	Registrar
10.	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 exchange.	Registrar
11.	Matching with bid data / reconciliation with Bank Schedules and the Final Certificate	Registrar
12.	Rejecting all Bids in the electronic file which do not get validated for the DP ID/Client ID, UPI ID and/or the PAN with the depository database. Reconciliation on a regular basis of the data in the Bid registered on the online system of the Stock Exchanges with the bank statement of the Escrow Collection Banks and informing the Company at the earliest in the event of any discrepancy.	Registrar

	
	
REGISTRAR, HYDRABAD	REGISTRAR, HYDRABAD





S. No.	Activity	Party Responsible
12.	Maintaining records of investor communication, including withdrawal requests and reconciling them during finalisation of basis of allotment.	Registrar
14.	Eliminating invalid bids and bids below issue price.	Registrar
13.	Uploading of beneficiary account details to depositories.	Registrar
16.	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 BRLM.	Registrar/ BRLM/ Company
17.	Preparation of invoice number for applicable categories.	Registrar
18.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the BRLM and the Designated Stock Exchange keeping a proper record of application and monies received from the Bidders.	Registrar
19.	Reconciliation of number of applications, securities applied and money received with final certificate received from Designated Intermediaries.	Registrar
20.	To give instructions to the Depositories to carry out lock-in for the pre-issue share capital and receive confirmation from the Depositories.	Registrar
21.	Preparing statement for basis of allotment and finalising basis of Allotment and obtaining approval of the Designated Stock Exchange.	Registrar in consultation with Company and BRLM
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-issue capital.	Registrar
24.	Preparation of list of allottees entitled to be allocated equity shares.	Registrar
25.	Allotment and transfer of Equity Shares on the basis of format devised by Stock Exchange.	Company in consultation with BRLM
26.	Obtaining certificate from auditors that the Allotment has been made as per Basis of Allotment.	Company/Registrar in consultation with BRLM
27.	Once Basis of Allotment is approved by Designated Stock Exchange, the Registrar shall provide the details to the Constituting Branches of each SCSB, along with	Registrar

	
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S.No.	Activity	Party Responsible
	<p>instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Issue Account within the timelines specified by SEBI.</p> <p>(a) Number of shares to be allotted against each valid Bid.</p> <p>(b) Amount to be transferred from relevant bank account to the Public Issue Account, for each valid Bid.</p> <p>(c) The date by which the funds referred in sub-pars (b) above, shall be transferred to the Public Issue Account.</p> <p>(d) Details of rejected Bids, if any, along with the reasons for rejection and unsuccessful bids, if any, to enable SCSBs to unblock the respective bank accounts.</p> <p>(e) Preparing a statement of Bids rejected, separately for QIBs, Non-Institutional Bidders and Retail Institutional Bidders, along with reasons for rejection of the Bids and should be provided within 1 (one) Working Day from the closure of the issue.</p>	
28.	Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by Stock Exchange for applicable categories.	Registrar
29.	Preparation of Allotment register-com-return statement, Register of Members, index register (soft copy).	Registrar
30.	Credit to respective demat accounts in time as specified in the Red Herring Prospectus and SEBI ICDR Regulations.	Registrar
31.	Unblocking the relevant bank account for: (i) Transfer of requisite money to the Public Issue Account against each valid Bid cum Application Form (ii) Withdrawn or rejected or unsuccessful Bid cum Application Forms	SCSBs
32.	Preparation of list of brokers to whom brokerage is to be paid and providing Syndicate Members' performance.	Registrar
33.	Preparation of list of SCSBs, SEBI registered RTAs, DPs authorized to accept and bid as per information provided on the websites of the Stock Exchanges to whom brokerage is to be paid including brokerage for bids through the E-IPO mechanism and providing Syndicate Members' performance.	Registrar
34.	Printing of Allotment Advice and refund orders.	Registrar
35.	Printing postal journal for dispatching Allotment Advice cum refund orders and intimation of investors (NECS) by registered Post.	Registrar
36.	Printing of Distribution schedule for submission to Stock	Registrar

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SRI NIVEL DEVELOPERS	HIGHGATE SERVICES PRIVATE LIMITED
	

S. No.	Activity	Party Responsible
	Exchange.	
17.	Providing pre-printed stationery	BRLM
18.	Advance amount for postage and demat uploading expenses.	Registrar
19.	Preparation of register of members and specimen signature cards (if required).	Registrar
20.	Issue of duplicate refund orders and revalidation of refund orders.	Registrar
21.	Overprinting of Allotment advice, intimation and refund orders.	Registrar
22.	Computation of amount to be paid as processing fee/ commission to each of the designated intermediary	Registrar
23.	Mailing of documents by registered/ speed post.	Registrar
24.	Binding of application forms, application schedule and computer outputs.	Registrar
25.	Payment of consolidated stamp duty on allotment letters/share certificates issued (if applicable) or procuring and affixing stamp of appropriate value.	Company
26.	Dispatch of Allotment Advice within the Registrar timeframe specified in Issue Documents and applicable laws.	Company/ Registrar
27.	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division) if Allotment cannot be made within the stipulated time.	Company
28.	To ensure that the Equity Shares are issued and transferred only to permitted categories of investors.	Registrar
29.	Calculation of the commission payable to Designated Intermediaries as per the timelines stipulated in the Issue Documents and SEBI circulars as applicable.	Registrar
30.	To ensure that the Equity Shares are issued and transferred to persons and entities in accordance with the provisions of the RHP and the Prospectus.	Registrar/ Company
31.	Establishing proper grievance redressal mechanism during the period of the issue and after the closure of the issue, as per Issue Documents and to ensure settlement of all investor complaints.	Registrar/ Company
32.	Publishing the allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in all newspapers where the Bid Issue Opening/ Closing advertisements have appeared earlier.	Company in consultation with the BRLM
33.	Providing all the relevant reports for listing, trading of Equity Shares, within the timelines mentioned in the Issue	Registrar

 	 
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S. No.	Activity	Party Responsible
	Documents, in consultation with the Company and the BRLM. Finalizing various post-lease monitoring reports, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/BRLM.	
34.	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-lease BRLM.	Company/Registrar
35.	Filing confirmation of credit of Equity Shares, lock-in and issuance of instructions to unblock ASBA funds, as applicable with the Stock Exchanges.	Company/Registrar
36.	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 / Issue Opening Date till the Bid / Issue Closing Date by obtaining the same from Stock Exchanges in accordance with SEBI circular no. SEBI/HO/CFD/DIL3/CIR/P001/2489/1/M dated March 16, 2021 and SEBI circular no. SEBI/HO/CFD/DIL3/PCIR/2021/370 dated June 2, 2021. The Registrar shall follow up with SCSBs for confirmations and collate the confirmations, in the format prescribed in SEBI circular no. SEBI/HO/CFD/DIL3/CIR/P001/2489/1/M dated March 16, 2021 and SEBI circular no. SEBI/HO/CFD/DIL3/PCIR/2021/370 dated June 2, 2021.	Registrar
37.	Providing information for Form FC-FRS, 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
38.	Finalizing various post-lease monitoring reports, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/BRLM.	Registrar
39.	Coordinating with the Stock Exchanges and Company, in consultation with the BRLM, for release of the security deposits provided by the Company to the Stock Exchanges in relation to the Issue.	Registrar

 	 
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Schedule III

Copy of the Registration of Registrar



SRI JEWELLERS PRIVATE LIMITED	DIGIDARE SERVICES PRIVATE LIMITED
	



Annexure A

SEBI
Securities and Exchange Board of India

भारतीय प्रतिभूति और विनिमय बोर्ड
SECURITIES AND EXCHANGE BOARD OF INDIA
 (जल्द-शीघ्र ही जोर देकर अगस्त) सितंबर, 1992
 (Registers in an Issue and Share Transfer (Special) Regulations, 1992)

SEBI
Securities and Exchange Board of India

शेयरों में प्रवेश
CERTIFICATE OF REGISTRATION
 प्रमाणित प्रवेशपत्रिका

1. यह प्रमाणित प्रवेशपत्रिका 1992 के अधिनियम के तहत सेबी द्वारा जारी की गई है।
2. यह प्रमाणित प्रवेशपत्रिका केवल अधिनियम (1) के नियम 10 के तहत जारी की गई है।

BIGSHARE SERVICES PVT LTD
 82-3, INDA INDUSTRIAL ESTATE
 BANG - VIHAR ROAD, SAHAYARA
 ANHOL (R), MUMBAI-400 072

शेयरों में प्रवेश करने के लिए आवश्यक सभी दस्तावेजों को प्रमाणित करने के लिए, यह प्रमाणित प्रवेशपत्रिका जारी की गई है।

अधिनियम के तहत जारी की गई प्रमाणित प्रवेशपत्रिका के तहत जारी की गई प्रमाणित प्रवेशपत्रिका को प्रमाणित करने के लिए आवश्यक सभी दस्तावेजों को प्रमाणित करने के लिए, यह प्रमाणित प्रवेशपत्रिका जारी की गई है।

प्रमाणित प्रवेशपत्रिका के तहत जारी की गई प्रमाणित प्रवेशपत्रिका को प्रमाणित करने के लिए, यह प्रमाणित प्रवेशपत्रिका जारी की गई है।

यह प्रमाणित प्रवेशपत्रिका को प्रमाणित करने के लिए आवश्यक सभी दस्तावेजों को प्रमाणित करने के लिए, यह प्रमाणित प्रवेशपत्रिका जारी की गई है।

स्थान: **MUMBAI**

दिनांक: **APRIL 08, 2013**

अध्यक्ष, प्रमाणित प्रवेशपत्रिका



मुख्य कार्यकारी अधिकारी
 & अध्यक्ष, प्रमाणित प्रवेशपत्रिका

श्री. **K. SARAVANAN**
 प्रमाणित प्रवेशपत्रिका



Handwritten signature

Schedule IV

Letter of Indemnity

Date: _____, 2023

To,

Arbkan Capital Markets Limited,
1011, Building No. 10,
Sriharis Corporate Park,
Guru Hargovindji Road,
Chakala, Andheri (East),
Mumbai – 400 093, India

(Hereinafter referred to as the "BRLM", in relation to the Issue)

Dear Sirs,

Re: Letter of indemnity by Bigshare Services Private Limited (the "Letter of Indemnity") pursuant to the agreement entered into between/among RBZ JEWELLERS LIMITED (the "Company") and Bigshare Services Private Limited (the "Registrar") dated [•], 2023 (the "Registrar Agreement")

The Company is taking steps for an initial public offer by way of an initial public offering of equity shares of the Company of Rs. 10 each ("Equity Shares" and such offering, the "Issue") through a fresh issuance of Equity Shares by the Company. The Issue will be made in accordance with the Companies Act, 2013, as amended from time to time ("Companies Act, 2013"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "SEBI ICDR Regulations"), and all other applicable laws, through the book building method process ("Book Building") as prescribed in Schedule XIII of the SEBI ICDR Regulations at such Issue Price as may be determined through the Book Building and as agreed to by the Company in consultation with the BRLM.



The Registrar has been appointed as the Registrar to the Issue by the Company pursuant to a letter dated February 27, 2023 and in accordance with the terms and conditions detailed in the Registrar Agreement, as well as Regulation 23(7) of the SEBI ICDR Regulations. The Registrar confirms that it has read and fully understands the SEBI ICDR Regulations, the Securities Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1999, as amended, the Companies Act, 2013, as amended and all applicable laws, including the relevant circulars, guidelines and regulations issued by the Securities and Exchange Board of India ("SEBI") (including in relation to Application Supported by Blocked Amount ("ASBA") and Unified Payments Interface ("UPI")) in so far as the same is

RBZ JEWELLERS LIMITED	BIGSHARE SERVICES PRIVATE LIMITED
	

applicable to its scope of work undertaken pursuant to the Agreement and is fully aware of its obligations and the consequences of any default on its part. The Registrar acknowledges that the BRLM may be exposed to liabilities and/or losses as well as reputational loss, if the Registrar fails to comply with any of its duties, obligations and responsibilities under the Registrar Agreement.

The Registrar confirms that it is an entity registered with the SEBI under the RTA Regulations, having a valid and subsisting registration no INR000001385 to act as a registrar to the Issue. The Registrar has accepted to act as a registrar to the Issue as per the terms and conditions set out in the Registrar Agreement (the terms and conditions detailed in the Registrar Agreement including the activities pertaining and services provided by the registrar to the Issue are hereinafter collectively referred to as the "Assignment" and include all duties, obligations and responsibilities required to be discharged by a registrar to an Issue in the manner as required under the various rules and regulations notified and as prescribed by SEBI and other applicable law).

The Registrar undertakes to the BRLM that it shall act with due diligence, care and skill while discharging its obligations under the Registrar Agreement. The Registrar further represents, warrants and undertakes to the BRLM to (a) cooperate and comply with any instructions the BRLM may provide in respect of the Issue, including electronic instructions, provided to it by the BRLM or the Company, as the case may be, in accordance with the terms of the Registrar Agreement (b) provide all notices and intimations to the BRLM as contemplated under the Registrar Agreement; (c) ensure compliance with all applicable laws including the provisions of (i) the SEBI circular No. CIR/CFD/DIL/3/2010 dated April 23, 2010, (ii) the SEBI circular No. CIR/CFD/DIL/1/2011 dated April 29, 2011, (iii) the SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012, (iv) the SEBI circular No. CIR/CFD/DIL/4/2013 dated January 23, 2013, (v) the SEBI Circular No. CIR/CFD/POLICYCELL/11/2013 dated November 10, 2013, (vi) the SEBI Circular No. CIR/CFD/DIL/CIR/P/2016/26 dated January 31, 2016, (vii) SEBI Circular bearing reference no. SEBI/HO/CFD/DIL/2/CIR/P/2018/22 dated February 15, 2018; and (viii) SEBI Circular bearing reference no. SEBI/HO/CFD/DIL/2/CIR/P/2018/138 dated November 1, 2018, (ix) SEBI circular no. SEBI/HO/CFD/DIL/2/CIR/P/2019/10 dated April 3, 2019, (x) SEBI circular no. SEBI/HO/CFD/DIL/2/CIR/P/2019/76 dated June 28, 2019, (xi) SEBI circular no. SEBI/HO/CFD/DIL/2/CIR/P/2019/85 dated July 26, 2019, (xii) SEBI circular no. SEBI/HO/CFD/DIL/2/CIR/P/2019/133 dated November 8, 2019, (xiii) SEBI circular no. SEBI/HO/CFD/DIL/2/CIR/P/2020/50 dated March 30, 2020, (xiv) SEBI circular no. SEBI/HO/CFD/DIL/2/CIR/P/2021/2489/1/M dated March 16, 2021, (xv) SEBI circular no. SEBI/HO/CFD/DIL/2/CIR/P/2021/47 dated March 31, 2021, (xvi) SEBI circular no. SEBI/HO/CFD/DIL/2/PCIR/2021/576 dated June 2, 2021, SEBI circular no (SEBI/HO/CFD/DIL/2/CIR/P/2022/45) dated April 5, 2022, SEBI circular no (SEBI/HO/CFD/DIL/2/CIR/P/2022/51) dated April 20, 2022, SEBI circular no (SEBI/HO/CFD/DIL/2/PCIR/2022/73) dated May 30, 2022 and any subsequent circulars or notifications issued by SEBI in this regard or any other governmental authority in relation thereto from time to time; and (xvii) the SEBI ICDR Regulations (as modified by the amendments to the SEBI ICDR Regulations, as and when the same comes into effect), and

MR. JEWELLER LIMITED	NIGIDARE SERVICES PRIVATE LIMITED
	

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

Further, pursuant to the provisions of the Registrar Agreement and in consideration of its appointment as the Registrar to the Issue (as indicated hereinabove), the Registrar has undertaken to execute and deliver this Letter of Indemnity to the BRLM to indemnify the Indemnified Parties (as defined below) at all times from and against any and all losses (direct or indirect), consequential losses, losses caused due to the non-fulfilment of obligation by Registrar in terms of the Registrar Agreement, liabilities, demands, claims, suits, actions, damages, awards, judgments, costs and expenses, including attorney's fees and court costs arising out of a breach of the Registrar's obligations, or error or failure to deliver or perform its obligations in accordance with the Registrar Agreement and this Letter of Indemnity. The Registrar agrees that the obligations, under the Registrar Agreement are incorporated in this Letter of Indemnity mutatis mutandis as well as arbitration clause, indemnity clause, notice clause and governing law clause.

Accordingly, the Registrar hereby irrevocably undertakes to fully indemnify without any dispute, defend and hold harmless, at its own cost and expense, the BRLM and its Affiliates and each of their directors, management, partners, successors, employees, officers, agents, advisors, managers, agents, representatives and any other person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such indemnified persons ("Indemnified Parties") from and against any losses (direct or indirect), consequential losses, losses caused due to the non-fulfilment of obligation by Registrar in terms of the Registrar Agreement, claims, actions, awards, judgments causes of action, suits, demands, damages, claims for fees, costs, liabilities, charges and expenses (including, without limitation, interest, penalties, attorney's fees, accounting fees, court costs or other professional fees, losses arising from difference or fluctuation in exchange rates of currencies and investigation costs) or losses, of whatsoever nature made, suffered or incurred, including pursuant to any legal proceedings instituted against any such indemnified Parties or any other person relating to or resulting from or consequent upon or arising out of any breach of any representation, warranty, or undertaking or provision of law, regulation or order of any court or regulatory authority or any delay from its own breach, negligence whether gross or not, fraud, misfeasance, willful default, or bad faith, wrongful gain, wrongful loss, if any, in performing its duties, obligations and responsibilities or any terms and conditions under the Registrar Agreement and/or this letter of indemnity or if any information provided by the Registrar to the BRLM is untrue, incomplete or incorrect in any respect. The Registrar agrees that in case of breach or alleged breach or failure, deficiency, error or omission of any provision of law, regulation or order of any court or regulatory authority or of any of the terms and conditions mentioned in the Registrar Agreement or this Letter of Indemnity and/or if any information provided by the Registrar and/or its partners, representatives, officers, directors, employees, agents or other persons acting on its behalf to any one or more of the BRLM is untrue, incomplete or incorrect in any respect, the Registrar and/or its partners, representatives, officers, directors, employees, agents or other persons acting on its behalf at its own cost and expense shall indemnify, defend and hold harmless each of the Indemnified Parties at all times from and against all losses, damages, penalties, liabilities, awards,

RAJ JEWELLERS LIMITED	BROKERS SERVICES PRIVATE LIMITED
	

judgements, costs, suits, claims, actions, demands, charges and expenses including without limitation, legal fees (including attorney fees and court fees) which may be made or commenced against any of the Indemnified Parties. The Registrar shall further indemnify and defend all costs incurred by the Indemnified Parties 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 or regulatory authority or a court of law.

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/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 Indemnified Parties may have at common law or otherwise.

This Letter of Indemnity may be amended or altered only with the prior written approval of the BRLM. The Registrar shall inform the BRLM of any amendment to be made to the Registrar Agreement and provide the BRLM with a copy of such agreement.

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

In the event of any inconsistency between the terms of this Letter of Indemnity and the Registrar Agreement, the terms of this Letter of Indemnity shall prevail.

The Registrar acknowledges and agrees that all terms and conditions mentioned in the Registrar Agreement will apply to this Letter of Indemnity, wherever applicable.

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.

Any notice or other communication given pursuant to this Letter of Indemnity or the Registrar Agreement must be in writing and (a) delivered personally, (b) sent by, telex or facsimile or other similar facsimile transmission, (c) or sent by electronic mail (e-mail), registered mail, postage prepaid, address of the party specified herein below as may be designated in writing by such party. All notices and other communications required or permitted under this Letter of Indemnity that are addressed if delivered personally be deemed given upon delivery; if delivered by telex or facsimile or other similar facsimile transmission be deemed to be electronically confirmed and if sent by registered post/speed post, be deemed given when received.

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All capitalized terms not defined herein, unless specifically defined in the Registrar Agreement or required by the context in which they are referred to, shall have a meaning ascribed to such terms in the draft red herring prospectus, the red herring prospectus and the prospectus filed to be filed by the Company with the regulatory authorities in connection with the Issue.

In case any notice is required to be given for the purposes of this Letter of Indemnity, the same shall be given by personal delivery or by Speed Post/Registered Post A.D. and shall be addressed as follows:

In case of the Registrar, to:

BIGSHARE SERVICES PRIVATE LIMITED

5th -2, 6th Floor, Pinnacle Business Park,
Next to Akura Centre, Mahakali Caves Road,
Andheri East, Mumbai - 400093,
Maharashtra, India,
Tel No: +91-22-42638200
Email: ipo@bigshareonline.com
Kind attn: Babu Rajesh

In case of the Company, to:

BBZ JEWELLERS LIMITED,

Block-D, Marsubai Retail Park,
Near Rajpath Club, S.G. Highway,
Beside Icon Mall,
Ahmedabad, Gujarat - 380054,
India
Tel: +91-79-296-15740
Email: cs@bbzjewellers.com
Kind attn: Heli Akash Gadia, Company Secretary and Compliance Officer

In case of the BRLM, to:

Arbant Capital Markets Limited,

1011, Building No. 10,
Solitaire Corporate Park,
Datta Hargovindji Road,
Chokola, Andheri (East),
Mumbai - 400 093,
India,
Tel No: +91-22-4225 4800
Email: rrb@arbantcapital.com
Kind attn: Anil Kabiranga / Satish Kumar Palamraibhan

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BBZ JEWELLERS LIMITED	BIGSHARE SERVICES PRIVATE LIMITED
	

Yours sincerely,

For and on behalf of **Blueberry Services Private Limited**



(Authorized Signatory)

Name: Jibu John

Designation: General Manager



Counter signed by



For and on behalf of **Artisan Capital Markets Limited**



(Authorized Signatory)

Name: Anil Kumar

Designation: Joint Managing Director

BLUE BERRY SERVICES PRIVATE LIMITED	ARTISAN CAPITAL MARKETS PRIVATE LIMITED
	

Schedule V

Consent Letter of Registrar


Date: [•]

To
The Board of Directors
RBZ JEWELLERS Limited
Block-D, Mondal Retail Park,
Near Rajpath Club, S.G. Highway,
Beside Incon Mall,
Ahmedabad, Gujarat - 380034,
India
Dear Sir,

Re: Proposed initial public offering of equity shares of Rs. 10 each (the "Equity Shares") of RBZ Jewellers Limited (the "Company" and such offering, the "Issue") through a fresh issuance of Equity Shares by the Company.

We, the undersigned, hereby consent to act as Registrar to the Issue and to the inclusion of our name as Registrar to the Issue in the Draft Red Herring Prospectus ("DRHP") intended to be filed by the Company with the Securities and Exchange Board of India (the "SEBI") and any relevant stock exchange(s) ("Stock Exchange") where the Equity Shares are proposed to be listed and the Updated Draft Red Herring Prospectus ("UDRHP"), the Red Herring Prospectus ("RHP") and the Prospectus ("Prospectus", and together with the DRHP, the RHP and any other documents issued by the Company in relation to the Issue, the "Issue Documents") that the Company intends to register/ file with the Registrar of Companies, Gujarat at Ahmedabad (the "RoC") and, thereafter, file with the SEBI and the Stock Exchanges in respect of the Issue.

We further confirm that the following information in relation to us is true and correct and consent to the inclusion of the following information in the Issue Documents:

Logo: 
Name: Bigshare Services Private Limited
Address: S6-2, 4th Pinnacle Business Park, Mahakall Cavea Road, next to Akura Centre, Anandri East, Mumbai- 400093, Maharashtra, India
Telephone number: +91 22 6263 8200
E-mail: ipo@bigshareonline.com
Website: www.bigshareonline.com
Investor Grievance E-mail: investor@bigshareonline.com

RBZ JEWELLERS LIMITED	BIGSHARE SERVICES PRIVATE LIMITED
	

Contact Person: Jiba John
SEBI Registration Number: INR000001385

We hereby authorize you to deliver a copy of this letter of consent to the RoC pursuant to Sections 26 and 32 of the Companies Act, 2013, and the rules and regulations thereunder, such as amended, SEBI, the Stock Exchanges and any other regulatory authority as may be required and/or for the records to be maintained by the IRLM in connection with the Issue.

Further, as on the date of the DRHP, we confirm that we and our associates do not hold any Equity Shares of the Company.

We enclose a copy of our registration certificate marked as Annexure A, and a declaration regarding our registration with the SEBI in the required format, marked as Annexure B. We also certify that our registration is valid as of the date of this letter and that we have not been prohibited by the SEBI or any other regulatory authority, court or tribunal to act as an intermediary in capital market issues. [Enclose a copy of the registration certificate and declaration in the required format. In the event a renewal of the certificate of registration has been applied for, please include details of the same along with a copy of SEBI acknowledged renewal application.]

This letter may be relied upon by the Company, the Book Running Lead Manager and the Legal Counsel in relation to the Issue and to assist the Book Running Lead Manager in conducting and documenting their investigation of the affairs of the Company in connection with the Issue and for the purpose of any defense the Book Running Lead Manager may wish to advance in any claim or proceeding in connection with the Issue. This certificate may be produced in any actual or potential proceeding or actual or potential dispute relating to or connected with the Issue or otherwise in connection with the Issue.

We confirm that we will immediately inform Company and the Book Running Lead Manager to the Issue of any changes to the above mentioned information stated in this letter until the date when the Equity Shares commence trading on the Stock Exchanges. In the absence of any such communication from us, Company, the Book Running Lead Manager and the Legal Counsel to the Issue and the Book Running Lead Manager can assume that there is no change to the above information.

All capitalized terms not defined herein would have the same meaning as attributed to it in the Issue Documents.

Yours faithfully,

For Bigshare Service Private Limited


Authorized Signatory
Name: Jiba John



WIDE JEWELLERS LIMITED	BIGSHARE SERVICE PRIVATE LIMITED
 	 

Designation: General Manager

Encl.: As above

Copy to:

Artisan Capital Markets Limited
1011, Building No. 10,
Solitaire Corporate Park,
Gara Hargovindji Road,
Chakala, Andheri (East),
Mumbai - 400 053,
India

SNG & Partners
Advocates & Solicitors
One Bazar Lane, Bengali Market
New Delhi - 110 001, India

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SINGHVI & PARTNERS LIMITED	SIGNATURE SERVICES PRIVATE LIMITED
