



R 093509

This Stamp paper forms an integral part of the
Banker to the Issue Agreement executed between
Baid Finserv Limited (Issuer / Company), HDFC Bank Limited
(Banker to the Issue) and MCS Share Transfer Agent
Limited (Registrar to the Issue) on Tuesday,
the 09th day of September, 2025

For BAID FINSERV LIMITED

Director/ Auth. Signatory



- 35 SEP 2025

- 5 SEP 2025

क्रमांक 4184 दिनांक

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शेता का नाम

विकासी का नाम

निकाश स्थान

मुद्रांक का प्रयोजक

राजि. क्रमांक
ला. स्थापन दिनांक 16/09
शिका. कास्ट्रक्टर परिसर
धर्मपुर (सक.)

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MCS
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Classification - Internal

DATED SEPTEMBER 09, 2025

BANKER TO THE ISSUE AGREEMENT

BETWEEN

"BAID FINSERV LIMITED"

AND

HDFC BANK LIMITED

AND

MCS SHARE TRANSFER AGENT LIMITED

For BAID FINSERV LIMITED


Director/ Auth. Signatory



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For BAID FINSERV LIMITED

Director/ Auth. Signatory



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This **BANKER TO THE ISSUE AGREEMENT** (the "Agreement"), is entered on this 9TH Day of September, 2025 by and among:

"**BAID FINSERV LIMITED**", a company incorporated under the Companies Act, 1956, having its registered office at Baid House, 2nd Floor, 1, Tara Nagar, Ajmer Road, Jaipur-302006 (Rajasthan) (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

HDFC BANK LIMITED, a company incorporated under the laws of India and Companies Act, 1956, licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at HDFC Bank House, Lower Parel, Senapati Bapat Marg, Mumbai-400013, India and acting through its branch, situated at HDFC Bank Ltd, Lodha - I Think Techno Campus, O-3 Level, Next to Kanjurmarg Railway Station, Kanjurmarg (East), Mumbai - 400042 (herein after referred to as the "**HDFC**", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assignees), of the **SECOND PART**;

AND

MCS SHARE TRANSFER AGENT LIMITED, a company incorporated under the Companies Act, 1956, and having its registered office at 179-180, DSIDC Shed, 3rd Floor, Okhla Industrial Area, Phase - 1, New Delhi - 110020, Delhi, India (hereinafter referred to as the "**Registrar**" or "**Registrar to the Issue**", which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **THIRD PART**.

In this Agreement:

- (i) HDFC in its capacity, is referred to as the "**Allotment Bank**" and the "**Refund Bank**", as may be necessary;
- (ii) the Allotment Bank and the Refund Bank are collectively referred to as the "**Banker to the Issue**"; and
- (iii) The Company, the Banker to the Issue and the Registrar are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS

- A. The Company is proposing to issue equity shares of face value ₹ 2 each (the "**Rights Equity Shares**") to its existing shareholders as of the record date determined by the Company (the "**Record Date**", and such shareholders, the "**Eligible Equity Shareholders**") on a rights basis for an amount aggregating up to ₹ 35,00,00,000crore (Rupees Thirty Five Crores) in accordance with the provisions of the Companies Act (as defined below) and the provisions of SEBI ICDR Regulations (as defined below), the SEBI Rights Issue Circular (as defined below), along with other relevant circulars, guidelines and regulations issued by the SEBI (as defined below) and other applicable statutory and / or regulatory requirements at such terms and conditions as may be decided by the Company ("**Issue**").
- B. The Board of Directors of the Company ("**Board**"), pursuant to the resolution passed on September 08, 2025, has authorized the Issue.
- C. The Company has appointed **MCS SHARE TRANSFER AGENT LIMITED**, as the Registrar to the Issue pursuant to and by way of an agreement dated September 09, 2025 executed by and between the Company and the Registrar.

For **BAID FINSERV LIMITED**.

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- D. In relation to the issue, the Company shall apply for in-principle approvals from the BSE Limited ("BSE") and National Stock Exchange of India Limited ("NSE Ltd.") (the "Stock Exchanges") respectively and the provisions of this agreement shall come into force from the date on which the approvals are obtained.
- E. Having regard to the need to conclude the process of Allotment (as defined herein below) and listing of the Rights Equity Shares pursuant to the Issue, consistent with the statutory/regulatory requirements, it is required to appoint the Banker to the Issue to deal with the various matters relating to collection, appropriation and refund of Application Monies, and other matters related thereto in relation to the Issue. Pursuant to the SEBI Rights Issue Circular read with the SEBI Rights Issue Circulars, all Applicants (including Renounees) are required to make an Application in the Issue through the ASBA process. Accordingly, in order to enable the collection, appropriation and refund of Application Monies in relation to the Issue and other matters related thereto and for the retention of Application Monies in the Allotment Account received from all Applicants and the transfer of funds from the Allotment Account, the Company has agreed to appoint HDFC BANK LIMITED as the Allotment Bank and Refund Bank, as per the terms set out in this Agreement.
- F. In furtherance of the above and at the request of the Company, HDFC BANK LIMITED has agreed to act as the Banker to the Issue, in its capacity, in order to enable the completion of the Issue, and in accordance with the process to be specified in the Letter of Offer and subject to the terms and conditions of this Agreement, to deal with the various matters relating to collection, appropriation and refund of Application Monies in relation to the Issue.
- G. The duties, responsibilities and liabilities of the Banker to the Issue mentioned in this Agreement shall be limited to the operation of the Allotment Account and the Refund Account as opened and maintained by the Banker to the Issue, in such capacity in accordance with this Agreement, the Letter of Offer and the Securities and Exchange Board of India (Bankers to an Issue) Regulations, 1994, as amended from time to time along with other roles and responsibilities as may be specified in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL PROMISES, COVENANTS, AND AGREEMENTS SET FORTH IN THIS AGREEMENT, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES, THE PARTIES HEREBY AGREE AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

- 1.1 All capitalised terms used in this Agreement, including the recitals, shall, unless specifically defined in this Agreement, have the meanings assigned to them in the Issue Documents (as defined herein), as the context requires. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Issue Documents shall prevail, to the extent of such inconsistency or discrepancy. The following terms shall have the meanings ascribed to such terms below:

- 1.1.1 "Affiliates" with respect to any Party shall mean (a) any other person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such Party, (b) any other person which is a holding or subsidiary or associate or joint venture of such Party, and/or (c) any other person in which such Party has a "significant influence" or which has "significant influence" over such Party, directly or indirectly through one or more intermediaries, where "significant influence" over a person is the power to participate in the management, financial or operating policy decisions of that person but is less than Control over those policies and that shareholders beneficially holding, directly or indirectly through one or more intermediaries, a 10% or more interest in the voting power of that person are presumed to have a significant influence over that person. Any reference in this Agreement to Affiliates includes any party that would be deemed an "affiliate" under Rule 405 or Rule 501(b) under the Securities Act. In addition, the "Promoter(s)", the members of the "Promoter Group" and "Group Companies" are deemed to be Affiliates of the Company. For the purposes of this definition, (i) the term

For BAID FINSERV LIMITED

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"holding Company" "subsidiary" and "Associates" have the meanings set forth in Sections 2(46), 2(87) and 2(6) of the Companies Act, 2013 respectively and (ii) the terms "Promoter", "Promoter Group" and "Group Companies" shall have the respective meanings set forth in the SEBI ICDR Regulations;

- 1.1.2 "Agreement" shall have the meaning ascribed to such term in the preamble to this Agreement;
- 1.1.3 "Allotment" or "Allotted" shall mean the allotment of Rights Equity Shares to successful Applicants pursuant to the Issue;
- 1.1.4 "Allotment Account" shall mean the Allotment Account opened by HDFC BANK LIMITED;
- 1.1.5 "Applicable Law" shall mean any applicable law, regulation, byelaw, rule, guideline, circular, order, notification, regulatory policy (including any requirement under, or notice of, any regulatory body), listing agreements with the Stock Exchanges (as defined hereafter), compulsory guidance, rule, order or decree of any court or any arbitral authority, or directive, delegated or subordinate legislation in any applicable jurisdiction, within or outside India, including any applicable law in any relevant jurisdiction, including the Securities and Exchange Board of India Act, 1992, the SCRA as defined hereafter, the SCRR (as defined hereafter), the Companies Act (as defined hereinafter) the SEBI ICDR Regulations, the SEBI Listing Regulations (as defined hereafter), the Foreign Exchange Management Act, 1999 and rules and regulations thereunder ("FEMA"), and the guidelines, instructions, rules, communications, circulars and regulations issued by the Government of India ("GoI"), the Registrar of Companies (as defined hereinafter), SEBI, RBI (as defined hereinafter), the Stock Exchange or by any other Governmental Authority and similar agreements, rules, regulations, orders and directions in force, whether in India or overseas;
- 1.1.6 "Applicants" / "Investors" shall mean Eligible Equity Shareholder(s) and/or Renouncee(s) who are entitled to apply or make an application for Allotment of Rights Equity Shares pursuant to the Issue;
- 1.1.7 "Application" shall mean an application made through submission of the Application Form or plain paper Application to the Designated Branch(es) of the SCSBs or online/ electronic application through the website of the SCSBs (if made available by such SCSBs) under the ASBA process, to subscribe to the Rights Equity Shares at the Issue Price
- 1.1.8 "Application Form" shall mean an application form used by an Applicant to make an application for the Allotment of Rights Equity Shares in the Issue
- 1.1.9 "Application Money" / "Application Amount" shall mean the aggregate amount payable at the time of Application in respect of the Rights Equity Shares applied for in this Issue;
- 1.1.10 "Application Supported by Blocked Amount" / "ASBA" shall mean the application (whether physical or electronic) used by an Applicant to make an application authorising the SCSB to block the Application Money in the ASBA Account of the Applicant, maintained with the SCSB;
- 1.1.11 "Banker to the Issue" shall mean HDFC BANK LIMITED, collectively acting as the Allotment Bank and the Refund Bank;
- 1.1.12 "Banking Hours" shall mean in respect of the Banker to the Issue, their official working hours in Ahmedabad;
- 1.1.13 "Basis of Allotment" means the basis on which the Rights Equity Shares will be Allotted in the Issue, in consultation with the Designated Stock Exchange, and as detailed in the Letter of Offer;

For BAID FINSERV LIMITED

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- 1.1.14 "Beneficiaries" shall, in the first instance, mean the non-ASBA Investors, whose Applications have been accepted and whose Application Money has been transferred into the Allotment Account (such non-ASBA Investors shall be the beneficiaries under this Agreement in relation to their respective Application Money, subject however to the terms of this Agreement) and in the second instance, upon finalisation of the Basis of Allotment, the Company;
- 1.1.15 "BSE" shall mean BSE Limited;
- 1.1.16 "Business Day" shall mean any day, other than second and fourth Saturday and Sunday or public holidays, on which commercial banks in Mumbai are open for business;
- 1.1.17 "Company" shall have the meaning ascribed to such term in the preamble to this Agreement;
- 1.1.18 "Companies Act" shall mean the Companies Act, 2013, and the rules and regulations framed thereunder, each as amended and to the extent notified;
- 1.1.19 "Company Account" shall mean the account designated by the Company wherein the Issue Amount lying to the credit of the Allotment Account, with respect to successful Applicants, will be transferred on the Transfer Date and such account will be subject to the provisions of Regulation 82 of the SEBI ICDR Regulations;
- 1.1.20 "Designated Branches" shall mean those branches of the SCSBs which shall collect the Application Form or the plain paper application, as the case may be in physical form;
- 1.1.21 "Designated Stock Exchange" shall mean BSE Limited;
- 1.1.22 "Eligible Shareholder" shall mean a holder of Equity Shares, as on the Record Date;
- 1.1.23 "Equity Shares" shall mean the existing equity shares of the Company having face value of ₹ 2 each;
- 1.1.24 "FEMA" shall mean the Foreign Exchange Management Act, 1999, as amended, and the rules and regulations framed hereunder;
- 1.1.25 "Governmental Authority" shall include the SEBI, the Stock Exchanges, any Registrar of Companies, the RBI, and any national, state, regional or local government or governmental, regulatory, statutory, administrative, fiscal, taxation, judicial, or government-owned body, department, commission, authority, court, arbitrator, tribunal, agency or entity, in India or outside India;
- 1.1.26 "Issue" shall have the meaning ascribed to such term in the preamble to this Agreement;
- 1.1.27 "Issue Amount" shall refer to the sum total of the Application Money received from the Applicants towards Allotment of the Rights Equity Shares in the Issue;
- 1.1.28 "Issue Closing Date" shall mean the date after which the SCSBs (through its Designated Branches or through the online/electronic application on the website of the SCSBs (if made available by such SCSBs)), will not accept any Applications for the Issue, as intimated by the company to the Bankers to the Issue and the Registrar in the format as annexed hereto and marked as Annexure A

For BAID FINSERV LIMITED

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- 1.1.29 "Issue Documents" shall mean the Letter of Offer, the Abridged Letter of Offer, the Application Form and the Rights Entitlement Letter, if any, together with all amendments, corrigendum, corrections, supplements or notices to investors, for use in connection with the Issue;
- 1.1.26 "Issue Opening Date" shall mean the date on which the SCSBs (through its Designated Branches or through the online/electronic application on the website of the SCSBs (if made available by such SCSBs)) shall start accepting Applications for the Issue, as intimated by the Company to the Bankers to the Issue and the Registrar in the format as annexed hereto and marked as **Annexure A**
- 1.1.30 "Letter of Offer" shall mean the letter of offer proposed to be filed with the Stock Exchanges and SEBI containing *inter-alia*, the Issue Price, the size of the Issue and certain other Issue related information and shall include the abridged version of the Letter of Offer, and all amendments, corrections, supplements or notices to investors, for use in connection with the Issue;
- 1.1.31 "Material Adverse Effect" shall mean, shall mean, individually or in the aggregate, a material adverse effect, or any development reasonably likely to involve a material adverse change, whether or not arising in the ordinary course of business (a) on the reputation, condition, financial, legal or otherwise, or in the assets (including properties), liabilities, revenues, profits, cash flows, business, management, operations or prospects, results of operations, general affairs or ability to conduct business activities or own or lease assets of the Company or of its Affiliates as a whole, (including without limitation any material loss or interference with its business from fire, explosion, flood epidemic/ pandemic or other calamity, whether or not covered by insurance, or from court or governmental action, order or decree and any change pursuant to any restructuring) or (b) on the ability of the Company to execute or deliver this Agreement or the Engagement Letter or the Registrar Agreement or the Banker to the Issue Agreement, or perform its obligations under, or to consummate the transactions contemplated by this Agreement, the Engagement Letter or the Registrar Agreement or the Banker to the Issue Agreement, including the issuance, Allotment and delivery of the Equity Shares to the successful Applicants;
- 1.1.32 "NACH" shall mean National Automated Clearing House utilised for transactions for debit clearing and credit clearing;
- 1.1.33 "NEFT" shall mean National Electronic Fund Transfer in terms of the regulations and directions issued by the Reserve Bank of India or any regulatory or statutory body;
- 1.1.34 "RBI" shall mean the Reserve Bank of India;
- 1.1.35 "Refund Account" shall mean the account opened with HDFC BANK LIMITED, in its capacity as the Refund Bank, from which refunds, if any, of the whole or part of the Issue Amount shall be made and which shall be operated in accordance with the terms hereof;
- 1.1.36 "Registrar" shall have the meaning given to such term in the preamble to this Agreement;
- 1.1.37 "Registrar of Companies"/ "RoC" shall mean the Registrar of Companies, Jaipur at Rajasthan;
- 1.1.38 "Renounee(s)" shall mean any person(s) who, not being the original recipient, has/have acquired the Rights Entitlements, in accordance with the SEBI ICDR Regulations read with the SEBI Rights Issue Circular;
- 1.1.39 "Rights Entitlement" shall mean the number of Equity Shares that an Eligible Equity Shareholder is entitled to in proportion to the number of Equity Shares held by such Eligible Equity Shareholder on the Record Date;

For BAID FINSERV LIMITED

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- 1.2.7 a reference to a clause, paragraph, recital, preamble or annexure is, unless indicated to the contrary, a reference to a Clause, Paragraph, Recital, Preamble or Annexure of this Agreement;
- 1.2.8 unless otherwise defined the reference to the word 'days' shall mean calendar days.
- 1.2.9 reference to any other statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be amended, modified or re-enacted.
- 1.2.10 capitalised terms used herein and not otherwise defined shall have the same meanings assigned to such terms in the Letter of Offer.

The Parties acknowledge and agree that the Annexures attached hereto form an integral part of this Agreement.

2 BANKER TO THE ISSUE, ALLOTMENT ACCOUNT AND REFUND ACCOUNT

- 2.1 At the request of the Company, the Banker to the Issue hereby agrees to act as such, in relation to the Issue, and to perform such function/duties and provide such services that a banker to an issue is generally expected to provide, in order to enable the completion of the Issue in accordance with the process specified in the Letter of Offer, this Agreement, the SEBI ICDR Regulations read with the SEBI Rights Issue Circular and other Applicable Laws. The duties, responsibilities and liabilities of the Banker to the Issue mentioned in this Agreement shall be limited to the accounts opened and maintained with it, for the Issue, which shall be in accordance with this Agreement and in accordance with the Letter of Offer, the SEBI ICDR Regulations and other Applicable Laws.
- 2.2 Simultaneously with the execution of this Agreement, the Allotment Bank shall establish a 'no-lien' and non-interest bearing account with itself (hereinafter referred to as the "Allotment Account"), which shall be a current account established by the Company to receive the transfer of Application Monies in case of successful Applicants from the Allotment Account and the ASBA Accounts on the Transfer Date. The Allotment Account shall be designated as "BAID FINSERV LIMITED - Rights Issue- ALLOTMENT ACCOUNT". The Allotment Bank shall, immediately and no later than one Business Day of the opening of the Allotment Account, intimate the Company, in writing of opening of the Allotment Account, in the manner set forth in Annexure F.
- 2.3 Simultaneously with the execution of this Agreement, the Refund Bank shall establish one or more 'no-lien' and non-interest bearing accounts with itself (hereinafter referred to as the "Refund Account"). The Refund Account shall be designated as "BAID FINSERV LIMITED - Rights Issue- REFUND ACCOUNT". The Refund Bank shall, immediately and no later than one Business Day of the opening of the Refund Account, intimate the Company, in writing of opening of the Refund Account, in the manner set forth in Annexure F.
- 2.4 The Parties acknowledge and agree that, in terms of Regulation 76 of the SEBI ICDR Regulations read with the SEBI Rights Issue Circular and the SEBI Rights Issue Circulars, all Investors are required make an Application in the Issue by either using the ASBA process or any such other mode which may be permitted by SEBI.
- 2.5 The Company shall execute all documents and provide further information as may be required by the Banker to the Issue for the establishment of the above accounts, namely the Allotment Account and the Refund Account. The monies lying to the credit of the Allotment Account and the Refund Account shall be held by the Banker to the Issue, solely for the benefit of the Beneficiaries, determined in accordance with the terms of this Agreement and Applicable Law. The Banker to the Issue shall neither have any lien, encumbrance or any other right in respect of the amounts standing to the credit of any of the Allotment Account and/or the Refund Account, nor have any right to set off, against such amount, any other amount claimed by any of the Banker to the Issue against the Company or any person, including by reason of non-

For BAID FINSERV LIMITED

Director/ Auth. Signatory

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payment of charges or fees to the Banker to the Issue, as the case may be, for rendering services as agreed under this Agreement or for any other reason whatsoever.

- 2.6 The operation of the Allotment Account and the Refund Account, by the Allotment Bank and the Refund Bank, each in their respective capacities, shall be strictly in accordance with the terms of this Agreement and Applicable Laws. None of the Allotment Account or the Refund Account shall have cheque drawing facilities. Deposits into or withdrawals and transfers from such accounts shall be made strictly in accordance with the provisions of Clause 3 of this Agreement.
- 2.7 The Banker to the Issue hereby agrees, confirms and declares that it does not have (and will not have) any beneficial interest (by whatever name called) of any kind whatsoever on the amounts lying to the credit of any of the Allotment Account and/or the Refund Account, as the case maybe, and that such amounts shall be held and transferred from such accounts in accordance with the provisions of this Agreement, the Letter of Offer, Applicable Laws and the instructions issued in terms thereof by the relevant Party(ies) in accordance with this Agreement.
- 2.8 The Banker to the Issue hereby agree and confirm, severally, that they shall comply, with the terms of this Agreement, the Letter of Offer, Applicable Laws along with all directives or instructions issued by SEBI or any other regulatory authority, the Company, the Registrar, in connection with its responsibilities as a Banker to the Issue.
- 2.9 The Banker to the Issue hereby agrees and confirms, that it shall be fully responsible for, for, any breach of the terms and conditions of this Agreement and for all acts and omissions under this Agreement, to the extent applicable.

3 OPERATION OF THE ALLOTMENT ACCOUNT AND THE REFUND ACCOUNT

3.1 Deposits into the Allotment Account

3.2 Withdrawals and/or Application of Application Monies credited to the Allotment Account and/or the Refund Account

3.2.1. The Banker to the Issue agree and acknowledge that, in terms of Regulation 76 of the SEBI ICDR Regulations read with the provisions of the SEBI Rights Issue Circulars, and the Letter of Offer, all investors are required to make an Application in the Issue using the ASBA process. Further, the Bankers to the Issue confirms that it shall not accept any Application Form from any Applicant in the Issue, except in its capacity as an SCSB. The Bankers to the Issue shall strictly follow the instructions of the Registrar in this regard.

3.2.2. The withdrawals and application of amounts credited to the Allotment Accounts shall be appropriated, on the happening of certain events and in the manner more particularly described herein below.

3.2.1 Failure of the Issue

(a) The Issue shall be deemed to have failed in the event of the occurrence of any of the following events:

- (i) any event due to which the process of Applications cannot start on the dates mentioned in the Letter of Offer (including any revisions thereof) or the Issue not opening on the Issue Opening Date or any other revised date agreed between the Parties for any reason; or

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- (ii) the Issue shall have become illegal or non-compliant with Applicable Law or shall have been enjoined or prevented from completion, or otherwise rendered infructuous or unenforceable, including pursuant to Applicable Law or any order or direction passed by any judicial, statutory or regulatory authority having requisite authority and jurisdiction over the Issue; or
 - (iii) the declaration of the intention of the Company to withdraw and/or cancel and/or abandon the Issue at any time after the Issue Opening Date but prior to the Transfer Date, subject to compliance with the SEBI ICDR Regulations and circulars issued thereunder; or
 - (iv) non-receipt of any requisite regulatory approval in relation to the Issue, in a timely manner or at all, in accordance with the Applicable Laws or at all, including the refusal by a Stock Exchanges to grant the final listing and trading approval or non-disposition of an application for a listing and trading approval by a Stock Exchanges within the period specified under Applicable Laws; or
 - (v) non-receipt of minimum subscription as disclosed in the Letter of Offer and in terms of the SEBI Rights Issue Circulars, after considering the subscription by the Promoters and the Promoter Group of any unsubscribed portion in the Issue, immediately post the Issue Closing Date or any extended Issue Closing Date, if applicable;
 - (vi) such other event as may be agreed upon, in writing, by the Company.
- (b) The Company shall, on becoming aware of an event specified in Clause 3.2.4(a) or following receipt of the relevant information regarding such event, jointly, intimate in writing to the Banker to the Issue and the Registrar of the occurrence of any event specified in Clause 3.2.4(a), in the manner as set forth in Annexure F.
- (c) On receipt of written intimation of the failure of the Issue, from the Company, the Registrar, shall forthwith, but not later than one (1) Business Day following the reconciliation of accounts with the Banker to the Issue, provide to the SCSBs, the Banker to the Issue and the Company (i) a list of Beneficiaries and the amounts to be refunded to such Beneficiaries; and (ii) a list of Applicants for unblocking of the Application Monies in the relevant ASBA Accounts. The Registrar agrees to be bound by any such joint instructions from the Company and agrees to render all requisite cooperation and assistance in this regard. It is agreed amongst the Parties that the costs incurred in this regard shall be borne by the Company.
- (d) The Company along with the Registrar shall, on receipt of information as specified in Clause 3.2.4(b), issue instructions, as applicable (i) to the SCSBs to unblock all the Application Monies, blocked in the ASBA Accounts of the Applicants; (ii) to the allotment Bank, in the manner set forth in Annexure G for transferring the monies standing to the credit of the allotment Account maintained with it to the Refund Account maintained with the Refund Bank; and/or (iii) in the event the Application Monies have been transferred to the Allotment Account, prior to the occurrence of and event of failure of the Issue, to the Banker to the Issue along with the Registrar, in the manner set forth in Annexure C for transferring the Application Monies standing to the credit of the Allotment Account maintained with the Allotment Bank to the Refund Account. Further, the Company, jointly with the Registrar, shall issue instructions to the Refund Bank as set forth in Annexure J for transferring the monies from the Refund Account to the relevant Applicants.
- (e) The Banker to the Issue shall upon receipt of an intimation in writing as per Clause 3.2.4(b) and upon receipt of the list of Beneficiaries and the amounts to be refunded to such Beneficiaries in accordance with Clause 3.2.4(c), after notice to the Company, forthwith but not later than one (1) Business Day,

For BAID FINSERV LIMITED

Director/ Auth. Signatory



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ensure the transfer of any amounts standing to the credit of the Allotment Account, as applicable, to the Refund Account and subsequently to the respective bank accounts of the Beneficiaries, in accordance with the procedure set forth in the Letter of Offer.

- (f) The Refund Bank, in its capacity as such, confirms that it has the relevant technology/processes to ensure that refunds required to be made pursuant to the failure of the Issue as per Clauses 3.2.4(a) or 3.2.5 of this Agreement, shall be remitted to the respective ASBA bank accounts of the Investors where the Application Money was blocked for Applications under the ASBA process, in the event the Application Monies have been transferred to the Refund Account from the Allotment Account, upon the occurrence of an event of failure of the Issue. Such Beneficiaries/Applicants will be sent a refund intimation (by way of an email) informing them about the credit of refund, within twelve (12) Working Days after the Issue Closing Date by the Registrar.
- (g) The Banker to the Issue shall be discharged of its legal obligations under this Agreement only if it has acted in a *bona-fide* manner and in good faith in accordance with the terms of this Agreement, the Letter of Offer and Applicable Laws

3.2.2 Events other than failure of the Issue

In the event the Issue is not completed in the manner described in the Letter of Offer, the SEBI ICDR Regulations and any other Applicable Law after the funds are transferred to the Allotment Account, the Company shall jointly, as provided in Annexure E, intimate the Banker to the Issue and the Registrar in writing and the Banker to the Issue shall, after notice to the Company, forthwith but not later than one (1) Business Day from the receipt of instructions in this respect, ensure that such funds are transferred from the Allotment Account to the Refund Account. The Refund Bank shall refund such amounts, within one (1) Business Day of the transfer of such amount to the Refund Account, to all Beneficiaries in accordance with the Applicable Law as per the modes specified in the Letter of Offer. All refunds under this Agreement shall be payable by the Refund Bank and until such refunds are paid as agreed herein, the monies lying in the Refund Account shall be held solely for the benefit of the Beneficiaries without any right or lien thereon.

3.2.3 Completion of the Issue

- (a) The Company shall, after the filing of the Letter of Offer with the Designated Stock Exchange, intimate in writing in the prescribed format (specified in Annexure A hereto), the Issue Opening Date and the Issue Closing Date to the Banker to the Issue and the Registrar, at least 1 (one) Business Day prior to such Issue Opening Date and Issue Closing Date respectively. In case the Issue is extended by the Company, the Company shall communicate such extension and new issue closing date before the original Issue Closing Date, to the Banker to the Issue.
- (b) Immediately post the closure of the Rights Issue, the Allotment Bank shall, not later than the Issue Closing Date, provide the Company with the final statement of the total Application Money lying to the credit of the Allotment Account. The Allotment Bank, in co-ordination with the Registrar, shall also provide to the Company daily information with respect to the collection of Application Monies in the Allotment Account. Since the Bank does not receive any allotment file from the Registrar immediately after the closure of the Rights Issue, the Allotment Account will not have any balance to confirm at that stage
- (c) On the finalisation of the Basis of Allotment, as approved by the Designated Stock Exchange, the Registrar shall share the allotment funds. Post receipt of such funds, the Bank shall transfer the Application Money lying to the credit of the Allotment Account, with respect to successful Applicants, to the designated Company Account, subject to receipt of the final listing and trading approvals. All Application Monies blocked under the ASBA process shall also get credited to the Allotment Account on

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the Transfer Date. Post finalisation of Basis of allotment, registrar shares the allotment funds and post receipt of funds bank will be able to transfer the funds to Company account.

- (d) On the Transfer Date, upon the receipt of minimum subscription and pursuant to the finalisation of the Basis of Allotment as approved by the Designated Stock Exchanges, the Banker to the issue shall transfer such amounts; (i) upon receipt of joint instructions from the Company and the Registrar, in the form as set out in **Annexure I**, lying to the ASBA account to the Allotment Account in accordance with Clause 3.2.6(c) above within Banking Hours, relating to Application Monies with respect to successful Applicants; and (ii) upon receipt of instructions from the Registrar in the form as set out in **Annexure G**, lying to the credit of the Allotment Account to the Refund Account, within Banking Hours, relating to Application Monies with respect to unsuccessful Applicants, as per the Basis of Allotment as approved by the Designated Stock Exchanges. Thereupon, in relation to such amounts, the Investors shall have no beneficial interest therein except in relation to the amounts that are due to be refunded to them in terms of the Letter of Offer, this Agreement and Applicable Law. For the avoidance of doubt, it is clarified that the Investors shall continue to be Beneficiaries in relation to any Surplus Amount and, subject to finalisation of the Basis of Allotment, the Company shall be the Beneficiary in respect of the amount transferred to the Allotment Account. The Surplus Amount shall be transferred to the Refund Account at the joint instructions of the Company, the Registrar, in accordance with the procedure specified in the Letter of Offer and the relevant Banker to the Issue shall confirm the same to the Company.
- (e) The Allotment Bank, on the Transfer Date, upon receipt of joint instructions from the Company, and the Registrar, as applicable, in accordance with **Annexure I** and **Annexure G**, in relation to the transfers to be made to the Allotment Account and the Refund Account, as applicable, shall transfer, within Banking Hours, the Application Monies and/or the Surplus Amount, i.e., amounts liable to be refunded in accordance with the applicable statutory and/or regulatory requirements, to the Allotment Account and/or the Refund Account, as applicable.
- (f) Notwithstanding anything stated in this Agreement, in respect of the amounts lying to the credit of the Allotment Account, the following specific provisions shall be applicable:
- (i) The Company shall (with a copy to the Registrar) give specific instructions to the Allotment Bank, as per **Annexure B** along with a copy of the listing and trading approvals from the Stock Exchanges, to release and transfer the balance monies (post deduction of the Issue expenses) lying to the credit of the Allotment Account to the Company Account. The instructions in form of **Annexure B** issued by the Company (with a copy to the Registrar) shall be binding on the Banker to the Issue irrespective of any contrary claim or instructions from any Party. This provision is an irrevocable instruction from the Company to the Banker to the Issue, to debit the Allotment Account as per the details contained in **Annexure B**. The written instructions as per **Annexure B** shall be valid instructions if signed by the persons named in **Clause 21** and whose specimen signatures are contained herein. The written instructions as per **Annexure D** shall be a valid instruction signed by the Company.
- (ii) Following the payment of all amounts as specified in and **Annexure B**, the Company shall have full recourse to any balance amounts remaining in the Allotment Account.

3.2.4 Refunds

- (a) In the event of a failure to complete the Issue in accordance with Clauses 3.2.4(a) and/or 3.2.5 of this Agreement, if the Application Monies have already been transferred to the Allotment Account, then upon receipt of written instructions from the Company, in the form provided in **Annexure C**, the Banker to the Issue shall forthwith transfer the amounts lying credit of the relevant Allotment Account to the Refund Account and the Refund Bank shall make payments in accordance with Applicable Law. All refunds under

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this Agreement shall be payable by the Refund Bank and until such refunds are paid as agreed herein, the monies lying in the Refund Account shall be held for the benefit of the Beneficiaries without any right or lien thereon.

- (b) In accordance with the procedure set out in the Letter of Offer, the Company and the Registrar shall at any time on or after the Transfer Date, in the form provided in Annexure G hereto provide the Allotment Bank, with joint instructions for the Surplus Amount, lying to the credit of the Allotment Account, if any, to be transferred to the Refund Account. Further, on or before the Transfer Date, the Registrar (with a copy to the Company) shall also provide the Refund Bank with details of the Applicants to whom refunds have to be made from the Refund Account in the form provided in Annexure H hereto.
- (c) The Allotment Bank agrees that it shall immediately and in any event no later than one (1) Business Day of receipt of instruction as per Clause 3.2.7(b), transfer the Surplus Amount to the Refund Account, with notice to the Company and the Registrar. The Refund Bank shall immediately and in any event no later than one (1) Business Day of the receipt of instruction as per Clause 3.2.7(b), issue refund instructions to the electronic clearing house, with notice to the Company and the Registrar.
- (d) The refunds pertaining to amounts in the Refund Account shall be made by the Refund Bank to the respective Applicants in accordance with and in the manner provided in the Letter of Offer.
- (e) Any returns/rejects from NACH/NEFT/RTGS/Direct Credit will be refunded by way of demand drafts by the Refund Bank. The Refund Bank for such refunds will act in accordance with the instructions of the Registrar for issuances of these instruments.
- (f) Online validation at the point of payment by the Refund Bank is subject to the Registrar providing complete master lists ("Masters") to the Refund Bank, in the format specified by the Refund Bank. The Registrar shall ensure that any change in the Masters is communicated to the Refund Bank immediately to ensure timely refund. The Registrar shall be liable for all consequences which may arise as a result of delay or error in such communication of the aforesaid changes to the Refund Bank and the Refund Bank disclaims all liabilities for effecting a payment as per the Masters in their possession. The Refund Bank shall be responsible for reconciliation of the Refund Account with the Masters provided by the Registrar and the Refund Bank shall provide a list of paid/ unpaid cases at regular intervals or as desired by the Registrar, or the Company. Any inconsistencies observed by the Refund Bank between the Refund Account and the Masters shall be discussed with the Registrar, the Company, prior to dispatch of refund.
- (g) The Registrar will be responsible for the dispatch of letters of Allotment / Allotment Advice / refund intimation or other permissible means to communication allotment and refund details in a timely manner.
- (h) The Refund Bank reserves the right to not dispatch the refund, if they are not mentioned in the Masters provided by the Registrar, or in case of any mismatch in any of the fields when compared for validation with the Masters.
- (i) The Refund Bank shall comply with the terms of this Agreement, the Letter of Offer and all Applicable Laws, directives or instructions issued by the Company, the Registrar to the Issue, in connection with its responsibilities as a Refund Bank.

3.2.5 Allotment Account

The Allotment Account shall be operated as per the written instructions of the Company and/or the Lead Manager, as applicable, and including for transferring the Issue Amount to the Company Account and for payment of Issue expenses (as mentioned in the Letter of Offer) and in accordance with Clause 3.2.6(f) of this Agreement.

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3.3 Closure of the Allotment Account and Refund Account

- 3.3.1 Upon receipt of instructions from the Company, as per **Annexure E** (with a copy to the Registrar) in writing, the Allotment Bank shall take all necessary steps to ensure closure of the Allotment Account, once all monies in the Allotment Account are transferred in accordance with Clause 3.2, as applicable, into the Company Account and/or the Refund Account, as applicable and after receiving account closure letter from the Company, with a copy to the Registrar, as per **Annexure E**, in accordance with the terms of this Agreement.
- 3.3.2 The Refund Bank shall take all necessary steps to ensure closure of the Refund Account promptly after all monies in the Refund Account are transferred to the Applicants to whom refunds are required to be made, in accordance with the terms of this Agreement and after receiving account closure letter from the Company, with a copy to the Registrar, as per **Annexure E** in accordance with the terms of this Agreement.
- 3.3.3 The Banker to the Issue agrees that prior to closure of the Allotment Account and the Refund Account, respectively and as applicable, it shall intimate the Company that there is no balance lying credit of the Allotment Account and/or the Refund Account, respectively and shall provide a complete and accurate statement of accounts in relation to deposit and transfer of funds from the Allotment Account, and the Refund Account to the Company. Within two (2) Working Days of closure of the Allotment Account and the Refund Account, the Banker to the Issue shall, as applicable, provide confirmation of the closure of such accounts to the Company. The Company shall cooperate with the Banker to the Issue to ensure such closure of the respective the Allotment Account and the Refund Account, as applicable. The Refund Bank shall intimate the Company about the amount which is due for refund but remains unpaid or unclaimed in the Refund Account on a monthly basis. However, any amount which is due for refund but remains unpaid or unclaimed for a period of seven (7) years from the date of such payment becoming first due, shall be transferred by the Refund Bank, after intimation to the Company, to the fund known as the 'Investor Education and Protection Fund' established under Section 125 of the Companies Act, 2013.
- 3.4 The Banker to the Issue shall act promptly on the receipt of such information/instruction as specified and within the time periods specified in this Agreement. The Banker to the Issue shall undertake all of its legal obligations under this Agreement in accordance with the terms of this Agreement and Applicable Laws.
- 3.5 Any act done by the Banker to the Issue shall be done only on a Business Day, during banking business hours, at Mumbai, India and in the event that any day on which the Banker to the Issue is required to do an act, under the terms of this Agreement, is a day on which banking business is not, or cannot for any reason be conducted, then the Banker to the Issue shall do those acts on the next succeeding Business Day.
- 3.6 Miscellaneous operational covenants
- The parties agree that the obligations of the Banker to the Issue shall be limited to the terms and conditions as mentioned herein and no further implied duties or obligations shall be cast on the Banker to the Issue.
 - The Banker to the Issue shall not be deemed to be aware of or bound by the provisions of the _____ (please mention in brief the underlying arrangement/Agreement) or any other agreement between the Parties, save and except this Agreement.
 - The Banker to the Issue is not responsible to track or monitor any event, act or omission of any parties under this Agreement and the Banker to the Issue's sole responsibility shall be to execute the written instruction of the Party in capacity as an Banker to the Issue.
 - In respect of any communications that are to be provided by the parties to the Banker to the Issue

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in accordance with this transaction, the Banker to the Issue shall be entitled to rely upon the contents of such communications as being true and the Banker to the Issue shall not be liable to any party in the event of the contents of such communications being false or incorrect in any manner whatsoever.

- In respect of any intimation to the Banker to the Issue that any permission or approval has been obtained, the Banker to the Issue shall be entitled to presume that such permission or approval has been duly obtained and is adequate, proper and valid and all conditions thereof have been duly fulfilled; and the Banker to the Issue shall be entitled to rely upon such intimations and shall not be obliged to verify the contents, adequacy, validity or fulfilment of the conditions thereof. The Banker to the Issue shall not be liable if it acts on any instructions, which are unclear and/or ambiguous, and shall not be liable and responsible for the same. Without prejudice to the above, if any instructions are unclear and/or ambiguous, the Banker to the Issue may refer back to the Party issuing the instructions for clarification and may not, in its absolute discretion and without any liability on its part, act upon the instructions until any ambiguity or conflict has been resolved to its satisfaction.

- Any act to be done by the Banker to the Issue shall be done only on a Business Day, during banking business hours, at [Mumbai, India] and in the event that any day on which the Banker to the Issue is required to do an act, under the terms of this Agreement, is a day on which banking business is not, or cannot for any reason be conducted, then the Banker to the Issue shall do those acts on the next succeeding Business Day.

4 DUTIES OF THE REGISTRAR

4.1 The Parties hereto agree that the duties and responsibilities of the Registrar, shall include, in addition to the Registrar Agreement dated September 09 2025, without limitation, the following and the Registrar shall at all times carry out its obligations hereunder diligently and in good faith. The Registrar will coordinate with all the concerned Parties to provide necessary information to the Banker to the Issue and the SCSBs.

4.2 The Registrar shall comply with the provisions of the SEBI ICDR Regulations, SEBI Rights Issue Circulars and such other applicable regulations and circulars issued by the SEBI from time to time.

4.3 The Registrar shall maintain accurately and provide to the Company, such records promptly upon request, at all times the physical and electronic records relating to the Issue, and the Application Form and Applications on plain paper received from the SCSBs and the schedule provided by the SCSBs relating to Applications, without limitation, the following:

4.3.1 the applications received from the SCSBs and all information incidental thereto in respect of the Issue and tally the same with the relevant schedules provided by the SCSBs

4.3.2 particulars relating to the allocation / allotment of the Rights Equity Shares for the Issue

4.3.3 particulars relating to the monies to be transferred to the Allotment Accounts and the Monitoring Agency Account, as applicable, and the refunds to be made to the Applicants in accordance with the terms of this Agreement, the Letter of Offer and Applicable Laws

4.3.4 particulars of various pre-printed and other stationery supported by reconciliation of cancelled/spoil stationery;

4.3.5 particulars of multiple Applications submitted by ASBA Investors (determined on the basis of common PAN) and rejected by the Registrar;

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- 4.3.6 particulars of files in case of refunds to be sent by electronic mode, such as NACH/ NEFT/ RTGS, etc.;
- 4.3.7 details of all Applications rejected by the Registrar in accordance with the Letter of Offer and particulars of duplicate Applications submitted by Applicants and rejected by the Registrar
- 4.3.8 all correspondence with the Designated Intermediaries and Governmental Authorities, in relation to the Issue
- 4.3.9 particulars relating to or on the refund intimations dispatched to Applicants; and
- 4.3.10 particulars relating to allottees.
- 4.4 The Registrar shall provide in a timely manner, including as required under the SEBI ICDR Regulations, all accurate information to be provided by it under this Agreement, to ensure approval of the Basis of Allotment by the Designated Stock Exchange, Allotment of the Rights Equity Shares and dispatch of refunds without delay, including providing the details of the monies and any Surplus Amount required to be refunded / unblocked to the Applicants, all within 1 (one) Working Day from approval of the Basis of Allotment, and extend all support in obtaining the final listing and trading approval of the Rights Equity Shares within 2 (two) Working Days from the approval of the Basis of Allotment by the Designated Stock Exchange.
- 4.5 The Registrar shall be solely responsible and liable for any delays in supplying accurate information or for supplying Applicants with false / misleading information or processing refunds or for the misuse of refund instructions or for failure to perform its duties, obligations and responsibilities as set out in this Agreement and shall keep other Parties hereto indemnified against any costs, charges and expenses or losses resulting, directly or indirectly, from such delay or default in relation to any claim, demand suit or other proceeding instituted by any Applicant or any other party or any fine or penalty imposed by SEBI or any other regulatory authority provided however, that the Registrar shall not be responsible for any of the foregoing resulting from a failure of any other Party in performing its duties under this Agreement.
- 4.6 The Registrar shall be solely responsible and liable for any loss/damages suffered that arises from delays by it in supplying accurate information or for supplying Applicants with false / misleading information or processing refunds or for the misuse of refund instructions or for failure to perform its duties and responsibilities as set out in this Agreement and shall keep the other Parties hereto indemnified against any costs, charges and expenses or losses resulting from such delay or default in relation to any claim, demand suit or other proceeding instituted by any Applicant or any other party or any fine or penalty imposed by the SEBI or any other regulatory authority provided however, that the Registrar shall not be responsible for any of the foregoing resulting solely from a failure of any other Party in performing its duties under this Agreement.
- 4.7 The Registrar shall be solely responsible for the correctness and the validity of the information relating to any refunds required to be made that has been provided by the Registrar to the Company.
- 4.8 The Registrar shall be responsible for addressing all investor complaints or grievances relating to the Issue.
- 4.9 The Registrar shall act in accordance with the instructions of the Company, the Bankers to the Issue and applicable provisions of SEBI ICDR Regulations and other Applicable Laws. In the event of any conflict in the instructions provided to the Registrar, it shall seek clarifications from the Company and comply with the instructions of the Company.

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- 4.10 The Registrar shall be solely responsible for the prompt and accurate uploading of Applications for credit of the Rights Equity Shares into the relevant dematerialised accounts of the successful Applicants, based on the approved Basis of Allotment by the Designated Stock Exchange.
- 4.11 The Registrar shall use its best efforts while processing all Applications to separate the eligible Applications from ineligible Applications, i.e., Applications which are capable of being rejected on any of the technical or other grounds as stated in the Letter of Offer; or for any other reasons that comes to the knowledge of the Registrar.
- 4.12 The Registrar shall ensure that letters, certifications and schedules, including final certificates received from SCSBs and/or the Bankers to the Issue are valid and are received within the timelines specified under Applicable Law or as agreed with the Company. The Registrar shall also be responsible for providing instructions for the amount to be transferred by SCSBs from the respective ASBA Accounts to the Allotment Accounts and the amount to be unblocked by SCSBs in the ASBA accounts, as applicable.
- 4.13 The Registrar shall be solely responsible and liable for any losses to other Parties caused by, arising out of, or resulting from or in connection with any failure to perform its duties and responsibilities as set out in this Agreement and any other document detailing the duties and responsibilities of the Registrar related to the Issue, including, without limitation, any loss that Bankers to the Issue may suffer, incur or bear, directly or indirectly, as a result of the imposition of any penalty caused by, arising out of, resulting from or in connection with any failure by the Registrar to act on the returned NACH / RTGS / direct credit cases instructions within three Working Days of receipt of intimation in this regard from the Bankers to the Issue concerned, including, without limitation, any fine or penalty imposed by any Governmental Authority.
- 4.14 Without prejudice to the generality of the foregoing, the Registrar shall be responsible for:
- 4.3.11 any delay, default, deficiency or failure by the Registrar in performing its duties and responsibilities under this Agreement, the Registrar Agreement (including any amendment thereto), and any other document detailing the duties and responsibilities of the Registrar including, without limitation, the returned NACH / NEFT / RTGS / direct credit instructions, against any notice issued, fine imposed or investigation undertaken by any Governmental Authority, provided however that the Registrar shall not be responsible for any of the foregoing resulting from gross negligence, fraud or wilful misconduct of any other Party in performing its duties under this Agreement as finally judicially determined or as determined in accordance with Clause 14 of this Agreement
 - 4.3.12 any failure by the Registrar in acting on the returned NACH / RTGS / Direct credit cases instructions, including, without limitation, against any fine or penalty imposed by SEBI or any other regulatory authority or court of law under any statute or regulation on any matters related to the payments by Bankers to the Issue provided however, that the Registrar shall not be responsible for failure in complying with returned NACH / RTGS / direct credit cases instructions resulting from failure of the Refund Bank in furnishing details to the Registrar within 48 hours of the Refund Bank obtaining the said details from the RBI
 - 4.3.13 rejection due to incorrect bank/branch, account details, and non-furnishing of information of the Applicant available with Registrar
 - 4.3.14 prompt and accurate uploading of Applications to ensure the credit of Rights Equity Shares into the relevant dematerialized accounts of the successful Applicants based on the approved basis of Allotment by the Designated Stock Exchange
 - 4.3.15 any claim made or issue raised by any Applicant or other third party concerning the amount, non-delivery, fraudulent encashment or any other matters related to payments or the service provided by the Bankers to the Issue hereunder;

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4.3.16 failure by the Registrar to substantially perform any of its obligation under this Agreement or otherwise; and/or

4.3.17 any delay/ error attributable to the Registrar for returned NACH/ RTGS/ direct credit cases;

which may result in a loss, liability claim, action, cause of action, suit, demand, damage, cost, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) against the Bankers to the Issue or any other Parties.

4.15 The Registrar shall indemnify and fully hold harmless the other Parties hereto against any and all claims, actions, causes of action, suits, lawsuits, demands, damages, costs, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) relating to or resulting from any failure by the Registrar in performing its duties and responsibilities under this Agreement, including, without limitation, against any fine imposed by SEBI or any other regulatory authority.

4.16 The Registrar agrees that, upon expiry / termination of this Agreement, it shall: (i) immediately destroy or deliver to the Bankers to the Issue, without retaining any copies in either case, all property of the Bankers to the Issue and materials related to the refunds, including all documents and any / all data which is in the possession / custody / control of the Registrar, and (ii) confirm in writing to the Bankers to the Issue that it has duly destroyed and/or returned all such property and materials in accordance this Agreement.

4.17 The Registrar shall obtain the electronic application details from the Stock Exchanges within 1 (one) Working Day from the Issue Closing Date for further validation with Depositories to check for mismatch of records and ensure publication of the same on the websites of the Stock Exchanges for dissemination to the SCSBs for the rectification and validation process.

4.18 The Registrar will coordinate with all the concerned parties to provide necessary information to the Bankers to the Issue.

4.19 The Registrar shall ensure that letters, certifications and schedules, including final certificates, received from SCSBs and/or the Bankers to the Issue are valid and are received within the timelines specified under Applicable Law or as agreed with the Company. The Registrar shall also be responsible for providing instructions for the amount to be transferred by SCSBs from the respective ASBA accounts to the Allotment Accounts and the amount to be unblocked by SCSBs in the ASBA accounts, as applicable

4.20 The Registrar will not revalidate the expired refund orders. Instead, a list of such refund orders will be provided to the Bankers to the Issue who will arrange to issue a banker's cheque / demand draft. All unused and destroyed / mutilated / cancelled stationery should be returned to the Bankers to the Issue within 10 days from the date of the refund warrant. The Registrar will adhere to instructions provided by the Bankers to the Issue to prevent fraudulent encashment of the refund warrants (including without limitation, printing of Bank mandates on refund orders not leaving any blank spaces on instruments).

4.21 Provided however, in the absence of a mandate or instruction from the Bankers to the Issue, the Registrar shall follow the address and particulars given in the Application Form or as provided by the investor otherwise.

5 DUTIES AND RESPONSIBILITIES OF THE BANKER TO THE ISSUE

5.1 The Parties hereto agree that the duties and responsibilities of the Banker to the Issue shall include, *inter-alia*, the following:

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- 5.1.1 The Banker to the Issue shall at all times carry out their obligations hereunder diligently, in good faith and in accordance with the terms of this Agreement;
- 5.1.2 The Banker to the Issue shall maintain and provide as required, verifiable records of the bank schedules along with the provisional and final certificates to the Registrar;
- 5.1.3 The Banker to the Issue, must, as applicable in relation to accounts opened with it, accurately maintain at all times during the term of this Agreement the verifiable electronic and physical records relating to deposit of funds to the Allotment Account and the Refund Account;
- 5.1.4 On the Transfer Date, the Allotment Bank shall, on receipt of written instructions in this regard from the Company, transfer the Surplus Amount to the Refund Account. The Refund Bank shall continue to hold these monies for and on behalf of the Applicant until the refund instructions are given by the Registrar, and shall make the payment of such amounts in accordance with the Letter of Offer. The Banker to the Issue shall continue to hold Application Monies, in the Allotment Account, for and on behalf of the Company until the written instructions are given by the Company, and shall transfer the requisite funds in to the Company Account within 1 (one) Business Day of receipt of such instructions;
- 5.1.5 The Banker to the Issue shall deliver the final certificate not later than one (1) Working Day after the Issue Closing Date, to the Registrar, or till such other date as may be communicated to them by the Company;
- 5.1.6 The Banker to the Issue shall provide to the Registrar and the Company an updated hourly bank account statement for each of the Allotment Account and the Refund Account, as applicable, on a daily basis. The said statement shall also be provided by the Banker to the Issue after every transfer made into/from the said the Allotment Account and the Refund Account, respectively;
- 5.1.7 Each Banker to the Issue shall send the statement regarding the Application Monies received towards the Rights Issue within one (1) day of the closure of the Rights Issue in order to enable the post issue monitoring reports to be submitted by the Company to SEBI.
- 5.1.8 The Allotment Bank shall ensure full reconciliation of collections in the Allotment Account with the information and data provided by the Registrar, and the Allotment Bank and the Registrar shall provide a certificate to the Company confirming such reconciliation within the time prescribed under Applicable Law or as specified by the Company;
- 5.1.9 The Banker to the Issue, in its capacity, shall also perform all the duties enumerated in their respective letters of engagement. In the event of any conflict between the provisions of the letter of engagement of the Banker to the Issue and the provisions of this Agreement, the provisions of this Agreement shall prevail;
- 5.1.10 The Banker to the Issue shall not exercise any encumbrances or lien over the monies deposited in any of the accounts opened and maintained with them in relation to the Issue, and shall hold the monies therein for the benefit of the Beneficiaries, in terms of this Agreement;
- 5.1.11 The Banker to the Issue shall cooperate with each Party in addressing investor complaints and in particular, with reference to steps taken to redress investor complaints relating to refunds.
- 5.1.12 So long as there are any sums outstanding in the Refund Account for the purpose of refunds, the Refund Bank shall be responsible for ensuring that the payments are made to the authorised persons as per Applicable Law. The Refund Bank shall ensure that no request for payment of refunds shall be delayed beyond a period of 1 (one) Business Day from the date of receipt of the

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request for payment of refunds;

- 5.1.13 In the event of the failure of the Issue, and upon written instructions regarding such failure from the Company and the Registrar to the Issue, the Refund Bank shall make payments in accordance with the terms of this Agreement.
- 5.2 The Banker to the Issue shall be solely responsible for the collection, refunds and the investor grievances arising in connection with the collection/refunds, as applicable to such Banker to the Issue; and the Registrar shall be responsible for the rejection of the Applications and the investor grievance arising in connection with rejection and due validation of the Applications.
- 5.3 Save and except for the terms and conditions of this Agreement and the Letter of Offer, the Banker to the Issue shall not be bound by the provisions of any other agreement or arrangement among the other Parties to this Agreement, to which such Banker to the Issue is not a party.
- 5.4 The Banker to the Issue shall be entitled to rely and act upon the facsimile and/or email instructions received from the the Registrar and presume that any person sending a facsimile on behalf of the the Registrar is duly authorised to do so, and that any instructions contained in such email/facsimile are genuine. The Banker to the Issue may rely upon any notice or instructions believed by them to have been signed by, or with the authority of the proper person and not on its face contrary to any provision of this Agreement, and shall not be bound in any such case to call for further evidence or be responsible for any losses, liabilities, costs, damages, expenses or inconvenience that may be occasioned by its failure to do so.
- 5.5 The Banker to the Issue shall act promptly on the receipt of relevant information/instruction within the time periods specified in this Agreement.
- 5.6 The Banker to the Issue shall stand fully discharged of all legal obligations under this Agreement, if it has acted *bona fide* and in good faith, in pursuance of the written instructions (including email instructions) of, or information provided by, the Registrar, Company as the case may be. The Banker to the Issue shall act promptly on the receipt of such instructions or information, within the time periods specified in this Agreement provided that the instructions are not ambiguous or incomplete and there is clarity to the Banker to the Issue in undertaking the same. In the event the Banker to the Issue causes unreasonable delay in the implementation of any such instructions or the performance of its obligations set forth herein, it shall indemnify the Company and/or the Registrar for such damages costs, charges and expenses directly or indirectly resulting from such delay or in relation to any claim, demand, suit or other proceeding instituted against the Company or the Registrar, by any Applicant or any other person or notice issued, any fine or penalty imposed or investigation undertaken by SEBI or any other regulatory authority. The Banker to the Issue shall not, in any case whatsoever as applicable, use the amounts held in the Allotment Account or the Refund Account respectively, to satisfy this indemnity.
- 5.7 The Banker to the Issue hereby represents that it has the necessary competence, facilities and infrastructure to act as a banker to an issue as the case may be and discharge its duties and obligations under this Agreement.
- 5.8 The responsibility of the Banker to the Issue to release the amount lying to the credit of the the Allotment Account and/or the Refund Account, under this Agreement shall not be affected, varied or prevented by any underlying dispute between the other Parties pending before any government authority, including SEBI and the courts of competent jurisdiction in India, unless there is a specific order from such Government Authority, including SEBI and the courts of competent jurisdiction in India, to that effect and the same has come to the knowledge of such Banker to the Issue.
- 5.9 The Banker to the Issue shall, as applicable to such Banker to the Issue, take necessary steps to ensure

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closure of the Allotment Account (once all monies are transferred into the Company Account from the Allotment Account) and the Refund Account, as the case maybe.

5.11 Miscellaneous Covenants

- The Banker to the Issue shall not be liable or responsible for any delay in performing or non-performance of its functions by reason of any statutory approval or consent not having been obtained prior to the time for such performance.
- The Banker to the Issue is not required to withhold any amount from or in respect of the transactions contemplated herein, pursuant to any law, including, without limitation, any requirement for withholding tax. Provided however, any interest payments paid by the Banker to the Issue in accordance with the terms of this Agreement shall be subject to deduction of withholding tax. However, in the event of any governmental authorities /investigating agency/enforcement agency issue any direction/orders to the Banker to the Issue to withhold, any amount lying the above Accounts or direct/order to act as per the direction/order of such authorities, the Banker to the Issue shall comply with such orders/direction with prior intimation to the escrow parties.
- The Banker to the Issue shall not be concerned with any inter se disputes or claims between the Parties.
- The Banker to the Issue shall be entitled to rely and act upon any order or judgement of a court delivered to it without being required to inquire into or determine the authenticity thereof or the genuineness of the signature thereon or the authority of the signatory thereof or the correctness of any fact stated therein or the property or validity of the service thereof.
- The Parties agree that Banker to the Issue is acting in its capacity as an Banker to the Issue only and shall not be deemed to act as a trustee or as an adviser to the Parties in the performance of its obligations under the Agreement.
- The Banker to the Issue, at its sole discretion, shall be entitled to refrain from taking actions that are determined by it as being in contravention of applicable law.
- In respect of any notices that are to be provided by the Parties to the Banker to the Issue in accordance with the terms of this Agreement, the Banker to the Issue shall be entitled to rely upon the contents of such notices as being true and shall not be liable to any Party in the event of the contents of such notice being false or incorrect in any manner whatsoever.

6 DUTIES AND RESPONSIBILITIES OF THE COMPANY

6.1 The Parties hereto agree that the duties of the Company shall be as set out below:

- 6.1.1 The Company shall, in accordance with this Agreement, ensure the timely delivery of all requisite instructions to the Banker to the Issue, as applicable, and shall not unduly withhold any instruction required to be provided in accordance with this Agreement and Applicable Laws;
- 6.1.2 The Company shall, in terms of the Agreement among the Company and the Registrar dated October 13, 2022, ensure that the Registrar instructs the Refund Bank of the details of the refunds to be made to the Applicants in writing; and
- 6.1.3 The Company shall ensure that the Registrar addresses all investor complaints or grievances arising out of any Application and the Company shall provide requisite cooperation for redressal of such investor complaint(s), if any, prior to receipt of listing and trading approval from the Stock Exchanges.

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- 6.2 The Company shall extend all support in obtaining the final listing and trading approval of the Right Equity Shares within 2 (two) Business Days from the approval of the Basis of Allotment by the Designated Stock Exchanges.
- 6.3 The Company shall provide all the details as required and necessary for opening and operating the Allotment Account and the Refund Account. The Company shall be responsible and liable for any failure to perform its duties and responsibilities as set out in this Agreement. The Company upon performing all its duties and responsibilities contemplated under this Agreement shall be fully discharged of its duties and responsibilities under Clause 6.

7 TIME IS OF THE ESSENCE

The Parties hereto agree that time shall be of the essence in respect of the performance by each of the Company, the Banker to the Issue and the Registrar of their respective duties, obligations and responsibilities under or pursuant to this Agreement.

8 REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS

8.1 The Company hereby represents, warrants, covenants and undertakes to the Parties that:

- 8.1.1 this Agreement constitutes a valid, legal and binding obligation of the Company and is enforceable against the Company, in accordance with the terms hereof, and no consent, approval, authorisation or order of, or qualification with, any Governmental Authority is required for the performance by the Company of its obligations under this Agreement, except such as have been obtained or shall be obtained prior to the completion of the Issue;
- 8.1.2 the execution, delivery and performance of this Agreement by the Company has been duly authorised and does not and will not contravene any provisions of, or constitute a default under; (a) any Applicable Law; or (b) the organisational documents of the Company; or (c) any provisions of, or constitute a default under, any other agreement or instrument or undertaking to which the Company is a party or which is binding on the Company or any of its assets;
- 8.1.3 no mortgage, pledge, lien, trust, charge, security interest or other encumbrance shall be created or exist over the Allotment Account or the Refund Account or over the monies deposited therein; and
- 8.1.4 The Company shall not have recourse to any proceeds of the Issue, including any amounts in the Allotment Account, until the final listing and trading approvals from the Stock Exchanges have been obtained.

8.2 The Banker to the issue represents, warrants, undertakes and covenants to the other Parties that:

- 8.2.1 this Agreement constitutes a valid, legal, and binding obligation on its part, enforceable against it in accordance with the terms hereof;
- 8.2.2 the execution and delivery of this Agreement has been duly authorised and will not contravene any provisions of, or constitute a default under; (a) any law, regulation, judgement, decree, or order of any government authority; (b) the organisational documents of the Bank or (c) any other agreement or instrument or undertaking to which it is a party or which is binding on such Party and or any of its assets;

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- 8.2.3 no mortgage, pledge, lien, trust, charge, security, interest or other encumbrance shall be created or exist over any of the Allotment Account or the Refund Account, or the monies deposited therein, as applicable to the Banker to the Issue;
- 8.2.4 it has the necessary competence, facilities and infrastructure (including technology, security and business continuity processes) to act as Bankers to the Issue and discharge its duties and obligation under this Agreement, including infrastructure required for receipt of Application Money from the ASBA Accounts of the Applicants, in connection with the Issue, as applicable
- 8.2.5 SEBI has granted the Banker to the Issue a certificate of registration to act as Banker to the Issue in accordance with the SEBI (Bankers to an Issue) Regulation, 1994 as amended, and such certificate is, and until completion of this Issue, will be, valid and the Banker to the Issue would be entitled to carry on business as banker to the issue, until such period under all Applicable Laws;
- 8.2.6 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 against it by SEBI and that it is not debarred or suspended from carrying on such activities by SEBI; and
- 8.2.7 it shall abide by all Applicable Laws, including the code of conduct stipulated in the SEBI (Bankers to an Issue) Regulations, 1994 and the terms and conditions of this Agreement.

8.3 The Registrar to the Issue represents, warrants, covenants and undertakes that:

- 8.3.1 this Agreement constitutes a valid, legal and binding legal obligation on its part and is enforceable against it in accordance with the terms hereof;
- 8.3.2 the execution and delivery of this Agreement has been duly authorised and will not contravene any provisions of, or constitute a default under; (a) any law, regulation, judgement, decree, or order of any government authority; (b) the organisational documents of the Registrar, or (c) any other agreement or instrument or undertaking to which it is a party or which is binding on it and or any of its assets;
- 8.3.3 no mortgage, pledge, lien, trust, charge, security, interest or other encumbrance shall be created or exist over the Allotment Account or the Refund Account, or the monies deposited therein;
- 8.3.4 it has the necessary competence, facilities and infrastructure to act as the Registrar to the Issue and discharge its duties and obligations under this Agreement, including during and post the lockdown period on account of the COVID-19 situation; and
- 8.3.5 SEBI has granted the Registrar a certificate of registration to act as Registrar to the Issue in accordance with the SEBI (Registrar to an Issue and Share Transfer Agent) Regulations 1993, as amended, and such certificate is and until the completion of this Issue, will be valid the Banker to the Issue would be entitled to carry on business as registrar to an issue, until such period under all Applicable Laws.

9 TERM AND TERMINATION

9.1 Term

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- 9.1.1 Subject to the termination of this Agreement in accordance with Clause 10.2 of this Agreement, the provisions of this Agreement shall come to an end only upon full performance of the obligations by the Banker to the Issue, in their respective capacities as such, in the following circumstances:
- 9.1.1.1 In case of the completion of the Issue, the Surplus Amounts is transferred to the Refund Account and instructions have been issued under Clause 3.2.6, notwithstanding the termination of this Agreement, (i) the Banker to the Issue in co-ordination with the Registrar shall complete the reconciliation of accounts and give the satisfactory confirmation in that respect to the Company in accordance with Applicable Laws and terms and conditions of this Agreement; and (ii) the Banker to the Issue shall discharge their duties as specified under this Agreement, the Letter of Offer and Applicable Laws.
- 9.1.1.2 In case of failure of the Issue, in accordance with the events under Clauses 3.2.4(a), when the amounts in the Allotment Account are transferred to the Refund Account in accordance with the terms of this Agreement, applicable SEBI ICDR Regulations and other Applicable Laws.
- 9.1.1.3 In the event that the listing of the Rights Equity Shares does not occur, due to any event other than an event constituting failure of the Issue, in accordance with Clause 3.2.5, when the amounts in the Allotment Account are transferred to the Refund Account and returned back to the Investors as may be instructed by the Registrar to the Issue, in accordance with the terms of this Agreement, the Letter of Offer and Applicable Laws.

9.2 Termination

- 10.2.1. This Agreement may be terminated by the Company. Such termination shall be operative only in the event that the Company simultaneously appoints a substitute banker to the issue of equivalent standing, and the new banker to the issue shall agree to terms, conditions and obligations similar to the provisions hereof. The Banker to the Issue shall continue to be responsible for all actions or omissions on its part, prior to such termination and the duties and obligations contained herein till the appointment of a substitute banker to the issue and the transfer of the Issue Amounts or other monies lying to the credit of the Allotment Account to the credit of the substitute banker to the issue and thereafter the Banker to the Issue in question shall stand discharged/released from all of its obligations under this Agreement. Such termination shall be effected by prior written notice of not less than 15 (fifteen) days to the Banker to the Issue, and shall come into effect only on the transfer of the amounts standing to the credit of the Allotment Account, as applicable, to the substitute banker to the issue. The substitute banker to the issue shall enter into an agreement substantially in the form of this Agreement with the Company and the Registrar. For the avoidance of doubt, under no circumstances, shall the Company be entitled to the receipt of or benefit of the amounts lying in the the Allotment Account except in accordance with provisions of Clause 3.2.6 of this Agreement. The Company may appoint a new banker to the issue as a substitute for the retiring Banker to the Issue within 5 (five) Business Days of the termination of this Agreement as aforesaid.
- 10.2.2. This Agreement may not be terminated by the Banker to the Issue, from the date of this Agreement till 30 (thirty) Calendar Days ("Freeze Period") post the Issue Closing Date. After Freeze Period, the Parties to this Agreement shall be entitled to terminate this Agreement and/or resign from their obligations under this Agreement. Such termination/ resignation shall be effected by prior written notice to all the other Parties of not less than 30 (thirty) Business Days. The Company, shall within the notice period, appoint substitute banker to the Issue to perform the functions of the Banker to the Issue. This substitute banker to the Issue shall enter into an agreement with the Company and the Registrar agreeing to be bound by the terms, conditions and obligations herein. At the end of the notice period, in the situation that the Company has not appointed substitute banker to the

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Issue, the retiring Banker to the Issue shall, transfer the amount/s lying in the the Allotment Account, as applicable, to such account as may be designated by the Parties, and the retiring Banker to the Issue shall stand discharged / released from all its obligations under this Agreement. However, the terminating/resigning Banker to the Issue shall continue to be liable for any and all of its actions and omissions prior to such termination/resignation.

10.2.3. The Registrar may terminate this Agreement only with the prior written consent of all other Parties to this Agreement.

10.2.4. The provisions of Clauses 4.17, 4.18, 4.19, 4.20, 4.21, 5.4, 5.5, 5.7, this Clause 10.2.4 and Clauses 10.2.5, 11, 12, 13, 14, 15 and 16 of this Agreement shall survive the completion of the term of this Agreement as specified in Clause 10.1 or the termination of this Agreement pursuant to Clause 10.2 of this Agreement.

11. CONFIDENTIALITY AND DISCLOSURE

The Banker to the Issue and the Registrar shall keep all information relating to this Agreement (including information shared by the Parties during the course of this Agreement) strictly confidential for a period of two (2) years from the end of the Transfer Date or termination of this Agreement, whichever is later and shall not disclose such confidential information to any third party without prior written permission of the other Parties, except where such information is in public domain other than by reason of breach of this Clause or when required by law, regulation or legal process to disclose the same, after intimating the other Parties in writing, and only to the extent required. The terms of this Clause shall survive the termination of this Agreement for any reasons whatsoever. The Banker to the Issue undertakes that its branch(es) or any Affiliate, to who it discloses information pursuant to this Agreement, shall at all times abide by the confidentiality obligations imposed by this Clause 11.

12. NOTICES

12.1. Any notice or other communication given pursuant to this Agreement must be in writing and (i) delivered personally, (ii) sent by electronic mail (iii) or sent by registered mail, postage prepaid, to the address of the Party specified below. All notices and other communications required or permitted under this Agreement that are addressed as provided in this Clause 12.1 will (i) if delivered personally or by overnight courier, be deemed given upon delivery; (ii) if delivered by email, be deemed given when electronically confirmed; and (iii) if sent by registered mail, be deemed given when received.

If to the Company:

BAID FINSERV LIMITED
BAID HOUSE, 2 ND FLOOR, 1, TARA NAGAR,
AJMER ROAD, JAIPUR-302006 (RAJASTHAN)
Attention: Mr. Aman Baid
Tel: 9530300444
Email: amanbaid@baldgroup.in

If to the Banker to the Issue:

FIG - OPS Department,
HDFC Bank Limited
Lodha - I Think Techno Campus, O-3 Level,
Next to Kanjurmarg Railway Station,
Kanjurmarg (East), Mumbai - 400042

For BAID FINSERV LIMITED


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Contact Person - Eric Bacha / Vaibhav Gadge / Sachin Gawade / Pravin Teli /
Siddharth Jadhav / Tushar Gavankar
Phone: +91 022-30752914 / 28 / 29
Email ID - siddharth.jadhav@hdfcbank.com, sachin.gawade@hdfcbank.com, eric.bacha@hdfcbank.com,
tushar.gavankar@hdfcbank.com, pravin.teli2@hdfcbank.com, vaibhav.gadge@hdfcbank.com

If to the Registrar:

COMPANY NAME
MCS Share Transfer Agent Limited
179-180, DSIDC Shed, 3rd Floor, Okhla Industrial Area,
Phase - 1, New Delhi - 110020, Delhi, India
Tel: 011-41406149
Email: mcssta@rediffmail.com
Investors Grievance E-mail: admin@mcsregistrars.com
Website: www.mcsregistrars.com
Contact Person: Mr. Narender Singh Negi
SEBI Registration Number: INR000004108

- 12.2. Any Party hereto may change its address by a notice given to the other Parties hereto in the manner set forth above. Any notice sent to any Party shall also be marked to all the remaining Parties to this Agreement.

13. GOVERNING LAW AND JURISDICTION

This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Republic of India and subject to Clause 14 below, the courts or tribunals of Mumbai, India shall have sole and exclusive jurisdiction, in respect of all disputes, differences, controversies or claims arising out of or relating to this Agreement or the breach, termination or validity thereof.

14. DISPUTE RESOLUTION

- 14.1. If any dispute, difference or claim arises between the Parties ("Disputing Parties") hereto in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Disputing Parties shall attempt in the first instance to resolve the same through amicable negotiations. If the dispute is not resolved through such negotiations within 7 (seven) Business Days after commencement of discussions (or such longer period as the Disputing Parties may agree to in writing), then any Disputing Party may by notice in writing to the other refer the dispute to binding arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended ("Arbitration Act").

The arbitration proceedings shall take place in Mumbai and shall be governed by the laws of India. The Parties shall share the costs of such arbitration proceedings equally unless otherwise awarded or fixed by the arbitral tribunal. The arbitral award shall state the reasons on which it is based.

- 14.2. The arbitration shall be conducted as follows:

14.2.1. all proceedings in any such arbitration proceedings shall be conducted in the English language;

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- 14.2.2. all claims, disputes and differences between the Parties arising out of or in connection with this Agreement shall be referred to or submitted for arbitration at its seat, or legal place, of arbitration which shall be Mumbai, India;
- 14.2.3. the arbitration shall be conducted by a panel of three arbitrators, one to be appointed by the claimant and one to be appointed by the respondent within 15 (fifteen) calendar days of the date of the first claim and/or notice in connection with any alleged dispute and the two arbitrators so appointed shall appoint the third or the presiding arbitrator within 15 (fifteen) calendar days of the appointment of the last of the two aforementioned arbitrators. In the event that the claimant and/or the respondent fails to appoint an arbitrator or the arbitrators fail to appoint the third arbitrator as provided herein, such arbitrator shall be appointed in accordance with the Arbitration Act. The arbitrators so appointed shall have relevant expertise in the area of securities and commercial laws such as laws related to Companies, accounting and finance;
- 14.2.4. The award shall be final and binding on the parties, and shall be subject to enforcement in any court of competent jurisdiction. A person who is not a party to this Agreement shall have no right to enforce any of its terms. Unless the arbitral tribunal directs otherwise, the unsuccessful Disputing Party(ies) shall pay all costs in relation to the arbitral proceedings, including reasonable legal costs incurred by the successful Disputing Party(ies).
- 14.2.5. Nothing in this Clause 14 shall be construed as preventing any Party from seeking conservatory or similar interim relief in accordance with Applicable Law. The Parties agree that the High Court of Mumbai shall have sole and exclusive jurisdiction to grant any interim relief in relation to any Dispute under this Agreement;
- 14.2.6. the arbitration award shall state the reasons on which it was based and shall be final and binding on the Disputing Parties and the Disputing Parties agree to be bound thereby and to act accordingly;
- 14.2.7. the Disputing Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant to this Agreement; and
- 14.2.8. the arbitrators shall issue a written statement of their award detailing the facts and reasons upon which their decision was based; and
- 14.2.9. In the event that despite best efforts by the Disputing Parties, the arbitration award is not passed within a period of 12 months, the Parties agree that such period will automatically stand extended for a further period of six months, without requiring any further consent of any of the Parties.
- 14.3. 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 Parties under the Agreement.

15. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

16. INDEMNITY

- 16.1. The Registrar shall indemnify and fully hold harmless the other Parties and their respective Affiliates and the officers, employees, directors and or agents of such Parties hereto against any and all claims, actions, causes of action, suits, lawsuits, demands, damages, costs, claims for fees and expenses (including interest, penalties,

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attorneys' fees, accounting fees and investigation costs) relating to or resulting from any failure by the Registrar in performing its duties and responsibilities under this Agreement, including, without limitation, against any fine imposed by SEBI or any other regulatory authority.

- 16.2. The Banker to the Issue hereby agrees to indemnify and keep the Company, the Registrar, and their respective Affiliates and the officers, employees, directors and/or agents of theirs, fully indemnified at all times from and against any and all claims, actions, causes of action, suits, demands, damages, claims for fees, costs, charges, expenses or losses (including without limitation, any fine imposed by SEBI or any other Governmental Authority) suffered from any actions or proceedings against the Company, the Registrar and/or their respective officers, employees, directors, agents and Affiliates by any Applicant or any other party or any person relating to or resulting from its breach of this Agreement, its own breach, negligence, fraud, wilful misconduct and/or wilful default in the performance of its obligations and duties under this Agreement, and shall not in any case whatsoever use the assets held in the Allotment Account and/or Refund Account, as applicable to the Banker to the Issue, to satisfy this indemnity.
- 16.3. The Company hereby undertakes to keep the Banker to the Issue and all of its respective officers, employees, directors and notified agents, (each an "Indemnified Party"), indemnified in full at all times against all losses, liabilities, actions, proceedings, judgments, suits, claims, counter-claims, demands, damages, penalties, costs, expenses and disbursements, ("Indemnified Loss"), made, suffered or incurred by or brought against such Indemnified Party including the fees and disbursements under this Agreement, as a result of or in connection with any actions taken by such Indemnified Party in accordance with the terms of this Agreement, provided that this indemnity shall not apply in respect of an Indemnified Party to the extent a court of competent jurisdiction determines that any such Indemnified Loss is incurred or suffered by or brought against such Indemnified Party arises directly from the wilful misconduct or negligence of such Indemnified Party.
- 16.4. The Company shall indemnify and hold harmless the other Parties hereto against any and all claims, actions, causes of action, suits, lawsuits, demands, damages, costs, claims for fees and expenses including any legal or other fees and expenses actually incurred in connection with investigating, disputing, preparing or defending any actions, claims, suits or proceedings ("Claims") relating to or resulting from any failure by the Company in performing its duties and responsibilities under this Agreement, including, without limitation, against any fine imposed by SEBI or any other regulatory authority.

16.5 The Company and the Registrar to the Issue hereby agrees to protect, defend, indemnify and hold harmless the Banker to the Issue against any and all costs, charges, losses, claims, damages, disbursements, liabilities and expenses, including legal/litigation costs and attorney's fees, which may be imposed upon or incurred by Banker to the Issue in connection with its acceptance of, or appointment as, Banker to the Issue hereunder, or in connection with the performance of its duties hereunder, including any litigation arising out of this Agreement or involving the subject matter hereof. The Banker to the Issue shall have no liability towards either of the said Parties for any loss or damage that either of the Parties hereto may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by the provisions hereof. In no event shall the Banker to the Issue be liable for losses or delays resulting from computer malfunction, interruption of communication facilities or other causes beyond Banker to the Issue's reasonable control or for indirect, special or consequential damages. The Parties acknowledge that the foregoing indemnities shall survive the resignation of the Banker to the Issue or the termination of this Agreement.

16.6 The Banker to the Issue shall in no manner be liable or responsible for any disputes or claims amongst the Parties to this Agreement for any reason, even if the Banker to the Issue is made a party thereto. Accordingly, the Parties to this Agreement expressly agree and undertake that, at all times, during the subsistence and after cessation of its obligations under this Agreement, the Banker to the Issue shall NOT be liable or responsible or be a party to any litigation/arbitration or bear any costs of litigation. In the event the Banker to the Issue, without prejudice to its


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rights herein, happens to incur any such costs, charges and expenses (including fees of Banker to the Issue's Advocate/s), the same shall be reimbursed by the Company, to Banker to the Issue immediately upon demand from the Banker to the Issue without raising any dispute.

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17. AMBIGUITY

Without prejudice to the other provisions of this Agreement, the Banker to the Issue shall not be obliged to make any payment or otherwise to act on any request or instruction notified to it under this Agreement if:

- i. any facsimile or any other instructions (in original or otherwise) is illegible, unclear, incomplete, garbled or self-contradictory; or
- ii. it is unable to verify any signature on the communication against the specimen signature provided for the relevant authorised signatory by the concerned Party.

In the event that the Banker to the Issue receives an instruction from the Parties and is thereafter unable to act on such instructions due to the causes mentioned in this Clause, such Banker to the Issue shall immediately bring to the knowledge of the Company and the Registrar, and seek clarifications from the concerned Party and shall act upon such instructions only when all ambiguities have been successfully removed to its satisfaction.

18. ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors. The Parties may not, without the prior written consent of the other Parties, assign or transfer any of their respective rights or obligations under this Agreement to any other person.

19. AMENDMENT

No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all the Parties to this Agreement

20. COUNTERPARTS

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.

21. AUTHORISED SIGNATORIES

The specimen signatures of the Company and the Registrar for the purpose of instructions to the Banker to the Issue, as provided here in as Schedule I will be provided to the Banker to the Issue before the Issue Opening Date. It is further clarified that any of the signatory(ies) of the Company and/or the Registrar, as per Schedule I, can issue instructions as per the terms of this Agreement.

22. EXPENSES

a) It is expressly agreed by and between the parties other than Banker to the Issue hereto that the Parties shall bear and pay upfront in equal proportion all the costs, charges and expenses including the fees of the Banker to the Issue's Advocate/s that may be incurred by the Banker to the Issue on account of any litigation arising out of or in connection with this Agreement and the Banker to the Issue shall not be required or liable to bear or pay any such costs and expenses. In the event the Banker to the Issue, without prejudice to its rights herein, happens to incur any such costs, charges and expenses (including fees of Banker to the Issue's Advocate/s), the same shall be reimbursed by the Parties to Banker to the Issue in equal proportion immediately upon demand from the Banker to the Issue without raising any dispute.

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b) The Parties other than Banker to the Issue further agree and undertake to pay or reimburse to Banker to the Issue immediately on demand without any dispute all costs, charges and expenses arising out of or in connection with this Agreement or incidental to the enforcement of any of the provisions of this agreement or in connection with any stamp duty, statutory taxes, charges, duty, etc. or duty required to be paid by Banker to the Issue under this agreement or with respect to amendment, waiver or consent relating to this Agreement.

c) The Parties other than the Banker to the Issue further confirm that they shall be liable for payment of all stamp duties payable in relation to this Agreement as well as any other documents executed pursuant hereto and the Banker to the Issue shall not be responsible or liable for the same, under any circumstances.

23. FORCE MAJEURE

a) 'Force Majeure Event' means any event including but not limited to an act of God, flood, fire, epidemics, natural calamities, riots, civil commotion or unrest, terrorism, war, strikes or lockouts, expropriation or other governmental actions, any changes in Applicable Law or regulation including changes in market rules, currency restrictions, devaluations or fluctuations, market conditions affecting the execution or settlement of transactions or the value of assets and breakdown, failure or malfunction of any telecommunication and information technology systems beyond the control of any Party, which restricts or prohibits the performance of the obligations of such Party contemplated by this Agreement.

b) Banker to the Issue shall not be held liable for any loss or damage or failure to perform its obligations hereunder, or for any delay in complying with any duty or obligation, under or pursuant to this Agreement arising as a direct or indirect result of any Force Majeure Event. In no event shall the Banker to the Issue be liable for incidental, indirect, special, punitive or consequential damages caused to the Parties.

24. GENERAL

All such instructions and the Banker to the Issue's duties, obligations and functions pursuant to this Agreement shall be carried out subject to the local laws, regulations, customs, procedures and practices applicable at the place of performance of such Instructions or to which the Banker to the Issue is otherwise subject and shall be governed and construed in accordance with the local law applicable at such place of the performance.

25. CONFLICT

In the event of any inconsistency or conflict between the provisions of this Agreement and any other agreement or contract between the the Company and RTA, in connection with the subject matter covered herein, this Agreement shall prevail.

For BAID FINSERV LIMITED

Director/ Auth. Signatory

[Signature Pages Follow]






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

SIGNED

ON BEHALF OF "Baid Finserv Limited"
FOR BAID FINSERV LIMITED



Director/ Auth. Signatory

Name: Aman Baid

Designation: Whole Time Director

Date: September 09, 2025

Place: Jaipur

For BAID FINSERV LIMITED



Director/ Auth. Signatory

Classification - Internal

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

SIGNED

ON BEHALF OF HDFC BANK LIMITED (IN ITS CAPACITY AS THE ALLOTMENT BANK AND THE REFUND BANK)

Name:
Designation:



Date:
Place:

Classification - Internal

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

SIGNED

ON BEHALF OF COMPANY NAME (IN ITS CAPACITY AS THE REGISTRAR TO THE ISSUE)

Name: Subodh Ravindra Vichare
Designation: Director



Date:
Place:

ANNEXURE A

Date: [●]

To,

HDFC BANK LIMITED

and

COMPANY NAME

Address

Dear Sirs,

Re: Proposed rights issue of equity shares by "Company Name" (the "Company") – Banker to the Issue Agreement dated [●], 2025 (the "Agreement")

Pursuant to Clause 3.2.6(a) of the Agreement, we write to inform you that the Issue Opening Date and Issue Closing Date for the Issue of rights equity shares is [●], 2025 and [●], 2025, respectively.

Capitalised terms not defined herein shall have the same meaning as assigned to them in the Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

For and on behalf of

"Company Name"

(Authorised Signatory)

Name:

Designation:

For BAID FINSERV LIMITED

Director/ Auth. Signatory

ANNEXURE B

FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE

Date: [●]

To,

HDFC BANK LIMITED

and

COMPANY NAME

Address

Dear Sirs,

Re: Proposed rights issue of equity shares by "company Name" (the "Company") – Banker to the Issue Agreement dated [●], 2025 (the "Agreement")

Pursuant to Clause 3.2.6(f)(iii) of the Agreement, we hereby instruct you to transfer the following amount, standing credit to the Allotment Account to the following bank account(s) of the Company:

Name of Allotment Account	Name of Company Account	Amount (In ₹)	Bank Account No.	Bank and Branch Details (along with IFSC Code)
Allotment Account	[●]	[●]	[●]	[●]
	[●]	[●]	[●]	[●]

Capitalised terms not defined herein shall have the same meaning as assigned to them in the Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

For and on behalf of

"Company Name"

(Authorised Signatory)

Name:

Designation:

For **BAIS FINSERV LIMITED**


Director/ Auth. Signatory

ANNEXURE C

FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE

Date: [●]

To,

HDFC BANK LIMITED

Dear Sirs,

Re: Proposed rights issue of equity shares by "Company Name" (the "Company") – Banker to the Issue Agreement dated [●], 2025 (the "Agreement")

Pursuant to Clause 3.2.4 (d), 3.2.5 and 3.2.7(a) of the Agreement, we hereby instruct you to transfer on [·], 2025, ₹ [·] from the Allotment Account titled "[●]" bearing account number [●] to the Refund Account titled "[●]" bearing account number [●] and refund the amounts to all Investors in accordance with Applicable Law and as further instructed by Registrar along with Company.

Capitalised terms not defined herein shall have the same meaning as assigned to them in the Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

For and on behalf of

"Company Name"

(Authorised Signatory)

Name:

Designation:

For BAID FINSERV LIMITED

Director/ Auth. Signatory

ANNEXURE D

FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE

Date: [●]

To

HDFC BANK LIMITED

and

COMPANY NAME

Address

Dear Sirs,

Re: Proposed rights issue of equity shares by "Company Name" (the "Company") – Banker to the Issue Agreement dated [●], 2025 (the "Agreement")

Pursuant to Clause 3.2.4(b) of the Agreement, we hereby intimate you that the Issue has failed due to the following reason:

[●]

Capitalised terms not defined herein have the same meaning as ascribed to them in the Agreement dated [●].

Please acknowledge your acceptance of the instructions on the copy attached to this letter.

Yours Faithfully

For and on behalf of

"Company Name"

(Authorised Signatory)

Name:

Designation:

For BAID FINSERV LIMITED


Director/ Auth. Signatory

ANNEXURE E

FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE

Date: [●]

To

HDFC BANK LIMITED

Copy to:

COMPANY NAME

Address

Dear Sirs,

Re: Proposed rights issue of equity shares by "Company Name" (the "Company") – Banker to the Issue Agreement dated [●], 2025 (the "Agreement")

Sub: Account Closure Instruction

Pursuant to Clause 3.3 of the Agreement, the Allotment Account titled "[●]" bearing account number [●] and Refund Account bearing account number [●], in terms of the Agreement.

Since all the formalities related to the Issue has been completed and no balance is there in the aforesaid account, you are hereby instructed to close the abovementioned accounts and confirm the same.

For and on behalf of

"Company Name"

(Authorised Signatory)

Name:

Designation:

For BAID FINSERV LIMITED


Director/ Auth. Signatory

ANNEXURE F

Date: [●]

To:

"Company Name"
copy to

COMPANY NAME
Address

Dear Sirs,

Re: Proposed rights issue of equity shares by "Company Name" (the "Company") – Banker to the Issue Agreement dated [●], 2025 (the "Agreement")

Pursuant to Clause 2.2, Clause 2.3, Clause 2.4 and Clause 2.5 of the Agreement, we write to inform you the opening of the Allotment Account and the Refund Account as follows:

Name of the Account	Bank and Branch Details	Type of Account	Bank Account Number	IFSC Code
[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]


Capitalised terms not defined herein shall have the same meaning as assigned to them in the Agreement.

Kindly acknowledge your acceptance of the instructions on the copy attached to this letter.

Yours faithfully,

For HDFC BANK LIMITED (In its capacity as the Allotment Bank and the Refund Bank)


(Authorised Signatory)
Name: _____
Designation: _____



Classification - Internal

ANNEXURE G

FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE

Date: [●]

To,

HDFC BANK LIMITED

Dear Sirs,

Re: Proposed rights issue of equity shares by "Company Name" (the "Company") – Banker to the Issue Agreement dated [●], 2025 (the "Agreement")

Pursuant to Clauses 3.2.6(d) and 3.2.7(b) of the Agreement, the Transfer Date is [●] and we hereby instruct you to transfer on [-], 2025, ₹ [-] from the Allotment Account titled "[●]" bearing account number [●] to the Refund Account titled "[●]" bearing account number [●] and refund the amounts to all Investors in accordance with Applicable Law and as further instructed by Registrar along with Company.

Capitalised terms not defined herein shall have the same meaning as assigned to them in the Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

For and on behalf of


"Company Name"

(Authorised Signatory)

Name:

Designation:

For BAJD FINSERV LIMITED


Director/ Authorised Signatory

Classification - Internal

ANNEXURE H

FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE

Date: [●]

To,

HDFC BANK LIMITED

Dear Sirs,

Re: Proposed rights issue of equity shares by "Company Name" (the "Company") – Banker to the Issue Agreement dated [●], 2025 (the "Agreement")

Pursuant to Clause 3.2.4(d) and 3.2.7(b) of the Agreement, we hereby instruct you to transfer, ₹ [●] from the Refund Account "[●]" No. [●] to the accounts of the Beneficiaries as set out in the enclosure hereto.

Capitalised terms not defined herein shall have the same meaning as assigned to them in the Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

For and on behalf of

"Company Name"

(Authorised Signatory)

Name:

Designation:

For BAID FINSERV LIMITED


Director/ Auth. Signatory

ANNEXURE I

FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE

Date: [●]

To,

HDFC BANK LIMITED

Dear Sirs,

Re: Proposed rights issue of equity shares by "Company Name" (the "Company") – Banker to the Issue Agreement dated [●], 2025 (the "Agreement")

Pursuant to Clause 3.2.6(d) of the Agreement, the Transfer Date is [●] and we hereby instruct you to transfer on [●], ₹ [●] to the Allotment Account No. [●].

Capitalised terms not defined herein shall have the same meaning as assigned to them in the Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,
For and on behalf of

"Company Name"

(Authorised Signatory)

Name:

Designation:

For BAID FINSERV LIMITED


Director/ Auth. Signatory

SCHEDULE I

LIST OF AUTHORISED SIGNATORIES

PART A

SPECIMEN SIGNATURES OF THE COMPANY

FOR "Company Name"	SPECIMEN SIGNATURE
AMAN BAID	WHOLE TIME DIRECTOR
PANNA LAL BAID	CHAIRMAN AND MANAGING DIRECTOR


For BAID FINSERV LIMITED

Director/ Auth. Signatory




PART B

SPECIMEN SIGNATURES OF THE REGISTRAR TO THE ISSUE

FOR COMPANY NAME	SPECIMEN SIGNATURE
SUBODH RAVINDRA VICHARE	

For BAID FINSERV LIMITED


Director/ Auth. Signatory



HDFC BANK LTD.
MUMBAI KAMPA


MCS SHARE TRANSFER AGENT LTD.