भारतीय गैर न्यायिक

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भारत INDIA

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Date: 22 DEC 2023, 11:57 AM
Purchased By:
P. VENUGOPAL REDDY
S/o VENKATA SUBBA REDDY
R/o HYDERABAD
For Whom
EKALAVYA FOUNDATION

N RAVINDER
LICENSED STAMP VENDOR
Lic. No. 16-02-09/2013
Ren.No. 16-02-015/2022
2-2-1167/1/A/B,
TILAKNAGAR, NEW
NALLAKUNTA, HYD-44
Ph 9849682768

REGISTRAR TO THE ISSUE AGREEMENT

THIS REGISTRAR TO THE ISSUE AGREEMENT (HEREINAFTER REFERRED TO AS THE "AGREEMENT") IS MADE ON 22-12-2023, 2023 AT MUMBAI AMONGST:

EKALAVYA FOUDNATION a Trust/ Non-profit organization (NPO) incorporated under Indian trust act 1882 having its Registered Office at H. No. 6-3-628/9, Ravindra Nagar Colony, Khairtabad, Hyderabad, Telangana State, 500004 and its corporate office address 1-8-522/7, Lane opp: Metro pillar number B1117, Chikkadpally, Hyderabad 500020 (Hereinafter referred to as **"the NPO"/ "Issuer"**) 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

BIGSHARE SERVICES PRIVATE LIMITED (CIN: U99999MH1994PTC076534), a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013, and having its registered office at E-3, Ansa Industrial Estate, Saki Vihar Road, Sakinaka, Andheri East, Mumbai – 400 072, Maharashtra, India and Corporate Office at Office no S6-2 ,6th Floor, Pinnacle Business Park, Next to Ahura Centre, Mahakali Cave ~~Road~~, Road, Andheri (East) , Mumbai – 400093 , Maharashtra , India. (Hereinafter referred to as **"the Registrar"**), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of **SECOND PART;**

Bigshare Services Private Limited Mumbai

EKALAVYA FOUNDATION Regd. No. 280/2006 HYDERABAD

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WHEREAS

1. The NPO proposing issuance of 1,10,00,000 Zero Coupon Zero Principal Instruments (**"ZCZP Instruments"**) of face value ₹1.00 each **(the "Fresh Issue")** through the fixed price method **("Fixed Price Process")** in accordance with the Chapter X-A of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations 2018 and applicable Indian securities laws (the **"Issue"**).

2. The Issuer has obtained approval for the Issue pursuant to the Board Resolution dated 28 Sep 2023. The said resolution collectively authorized the Issuer's Directors, or any other authorized representatives, for the purpose of the issuing and signing the Draft Prospectus and the Final Fund Raising Document and this Agreement, any amendments or supplements thereto, and any and all other writings as any be legally and customarily required in pursuance of the Issuing and to do all acts, deeds or things as may be required.

3. The NPO has appointed VATHSALYA ADVISORY SERVICES LLP as Advisor to manage the Issue on the terms and conditions set out in the Engagement Letter.

4. The NPO has approached the Registrar to act as the Registrar to the Issue in accordance with the terms and conditions detailed in this Agreement and in the manner as required under applicable law including as prescribed by the Securities and Exchange Board of India (**"SEBI"**), as empowered under the Securities and Exchange Board of India Act, 1992 (the **"SEBI Act"**).

5. The Registrar is an entity registered with the SEBI under the Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993 (the **"SEBI (RTA) Regulations"**) having a valid and subsisting Registration No. INR000001385 to act as a Registrar (the activities pertaining to the Registrar are hereinafter collectively referred to as the **"Assignment"**), and the Registrar has accepted the Assignment as per the terms and conditions detailed in this Agreement.

6. In terms of Regulation 9A(1)(b) of the SEBI RTA Regulations, the Registrar is required to enter into a valid agreement with the NPO for the Assignment *inter alia* to define the allocation of duties and responsibilities between the Registrar and the NPO. Accordingly, the Parties have agreed to enter into the Agreement.

7. **NOW THEREFORE the Parties do hereby agree as follows:**

1. **Interpretation & Definitions:**

1.1 All capitalized terms used but not specifically defined herein shall have the meaning ascribed to such terms under the Draft Offer document and the Final FundRaising offer Document (**"Issue Documents"**), proposed to be filed by the NPO with the NSE Social Stock Exchange as applicable.

1.2 In this Agreement, unless the context otherwise requires:

a. words denoting the singular number shall include the plural and *vice versa*;

b. words denoting a person shall include an individual, corporation, company, partnership, trust or other entity having legal capacity;

c. heading and bold type face are only for convenience and shall be ignored for purposes of interpretation;

d. reference to the word "include" or "including" shall be construed without limitation;

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e. reference to this Agreement or to any other agreement, deed or other instrument shall be construed as reference to such agreement, deed, or other instrument as may, from time to time, be amended, varied, supplemented or noted or any replacement or novation thereof;

f. reference to an Article, Clause, Section, Paragraph, Recital, Preamble, Schedule or Annexure is, unless indicated to the contrary, reference to an article, clause, section, paragraph, recital, preamble, schedule or annexure of this Agreement;

g. reference to any statute or statutory provision shall be construed as reference to such statute or provision as, from time to time, amended, modified or reenacted;

h. reference to the word "days" shall mean calendar days; and

i. The Schedules attached hereto form an integral part of this Agreement.

1.3 All rights and obligations of the NPO under this Agreement and in relation to the Issue are several and not joint. The NPO shall not be responsible for the acts, omissions or defaults of any other Party.

2 The NPO hereby appoints Bigshare Services Private Limited as the Registrar to the Issue and the Registrar accepts such appointment. The Registrar's responsibility under this Agreement shall be as set out herein, and the Registrar shall not be construed to be an agent of the NPO, in any other manner whatsoever. For avoidance of doubt, it is clarified that this Agreement does not in any way bind the NPO to appoint Bigshare Services Private Limited as the Registrar and Share Transfer Agent ("**RTA**") of the NPO. The NPO has the absolute right to appoint any other agency as its RTA. In the event of appointment of any agency other than Bigshare Services Private Limited or its associates as RTA, the Registrar shall transfer/part with any and all data pertaining to the investors in the Issue or Equity Shareholders available to it by virtue of being the Registrar to the Issue in a format compatible to the RTA appointed by the NPO.

3 The Registrar declares and undertakes that:

(a) This Agreement has been duly authorized, executed and delivered by it, and constitutes a valid and legally binding obligation of the Registrar, enforceable against it in accordance with the terms hereof. The execution and delivery of this Agreement and its performance of its obligations hereunder, would not conflict with or constitute breach of any applicable law, any judgment, order or decree of any competent court or regulator, or any agreement, deed or undertaking entered into by it.

(b) It has obtained a certificate of registration bearing Registration No. INR000001385 from SEBI, which is valid as on the date of this Agreement (the "**Certificate**"), attached as **Schedule III** hereto. Further, it is a 'fit and proper person' as per the criteria specified in the SEBI (Criteria for Fit and Proper Person) Regulations, 2004 and Schedule II of the SEBI (Intermediaries) Regulations, 2008. It is not an associate of the NPO as mentioned under the SEBI RTA Regulations.

(c) It has not violated any of the conditions subject to which the Certificate has been granted and no disciplinary or other proceedings have been commenced by SEBI and it is not debarred or suspended from carrying on its activities as a Registrar, including this Assignment. It shall ensure that the Certificate remains in force, including by taking prompt steps for its renewal, when due.

(d) It has connectivity with the depositories, namely the National Securities Depository Limited ("**NSDL**") and the Central Depositories Services (India) Limited ("**CDSL**"), and the required infrastructure, facilities, personnel, capacity, capability, back up data maintenance and disaster

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recovery system and net worth to honor its obligations and liabilities under this Agreement. It shall have a dedicated separate team of personnel handling post-Issue correspondence. It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignment indicated herein and that due care, diligence and caution shall be taken and endeavor to ensure that there are no errors in the Assignment to be performed by the Registrar.

(e) It shall perform and fulfill the Assignment, as described herein (including cooperation and compliance with any instructions the NPO may issue in terms hereof), and provide such other functions, duties, obligations and services as required by applicable law (including as prescribed by SEBI and the Stock Exchanges and, specifically, the code of conduct specified in Schedule III of the SEBI RTA Regulations and the timelines prescribed by SEBI) in respect of the Issue, in an ethical, diligent, professional and timely manner, and with the highest standards of integrity, fairness, accuracy, due diligence, care and skill. It shall not take up any activities in conflict with the interests of the NPO or the investors in the Issue, or in violation of applicable law and procedure notified by SEBI and the Stock Exchanges. It shall make adequate prior disclosure to the NPO of any potential areas of conflict of interest or duties likely to impair its ability to render fair, objective and unbiased services under this Agreement. It shall ensure that the Demographic Details provided by Applicants in the Application forms shall not be used by it for any purpose other than in relation to the Issue.

(f) It shall immediately notify the NPO of any expected delay in completion of any of formalities or obligations under this Agreement, or any unavoidable delay or errors committed while completing any such formalities or obligations.

4 The NPO hereby declares that it has complied, and agrees to comply, with all applicable law and prescribed procedures and formalities to enable it to make the Issue. The NPO shall extend necessary cooperation to the Registrar on the Issue. If the Registrar receives any instructions under this Agreement, which are not in conformity with applicable law, the Registrar shall immediately notify the NPO in writing, pursuant to which the NPO, respectively, shall be free to withdraw, modify or clarify such instructions. The Registrar shall cooperate and comply with the instructions of the NPO, as required in connection with the Issue.

5 The Parties agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in this Agreement and **Schedule I** hereto, which functions, duties and obligations are inclusive and not exhaustive. The Parties may include further activities agreed mutually but all the activities pertaining to the Assignment shall be listed and agreed between the Parties. The Registrar agrees to undertake all the obligations and responsibilities as Registrar to the Issue specified herein insofar as it is not contrary to applicable law. The Registrar consents to the inclusion of its name as the Registrar to the Issue in the Issue Documents and all such other documents as are required for the Issue, and to provide a formal consent letter in the form and manner prescribed under applicable law and as requested by the NPO.

6 Without prejudice to the above, the Registrar's Assignment shall include without limitation, the following activities:

a) coordinating with the Depositories on behalf of the NPO for obtaining the International Securities Identification Number ("**ISIN**") and for finalizing the tripartite agreements to be entered into with the Depositories;

b) reviewing the sections related to the Issue procedure in the DP and the Final Fund Raising Document and offering its comments;

c) providing detailed instructions to the Escrow Collection Bank;

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Bigshare Services Private Limited Mumbai *

d) collecting the cheque/DD received from the applicant to be subsequently forwarded to the NPO / Escrow Bank;

e) receiving and providing inputs to the NPO for designing and printing the Application forms;

f) collecting, within the timelines prescribed by SEBI and as specified by the NPO :

  (i) Receive Application forms from Applicants who submits them in person at their office and also receive Applications sent by Applicants who have transferred the Application money through Electronic mode to the dedicated Escrow account.

  (ii) Validate DP ID and Client ID details of beneficiary accounts from the Depositories; in each case,

g) processing all Applications received with the Escrow Collection Bank statement to reconcile the amount received.

h) where the Registrar requires to liaise with third parties for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within prescribed timelines so that there is no delay in completing the Assignment within the prescribed timelines;

i) preparing a physical book on the basis of Applications received and delivering it to the NPO;

j) obtaining the demographic details of the Applicants (including PAN and MICR code) from the Depositories, checking this data with the Application file and highlighting any discrepancies; if PAN is missing, checking whether the Applicant falls under any exempt category;

k) matching and validating the DP ID, Client ID and PAN in the Depositories' database vis-à-Applications received

l) following and completing all processes in relation to the Issue Documents;

m) keeping a proper record of the Applications Forms and monies received from the Applicants.

n) complete validation of beneficiary account details;

o) preparing a statement of Applications proposed to be rejected, indicating the technical reasons for rejection of such Applications;

p) preparing the complete list of valid Applications (after all rejections, including rejections on technical grounds), and presenting such list category-wise;

q) providing correct data in time to enable the NPO to finalize the Basis of Allotment in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment, and finalizing the list of persons entitled to allotment of ZCZP's

r) keeping accurately, at all times, the electronic/Physical records relating to issue of ZCZP's.

  (i) particulars relating to the Allotment of the ZCZP instruments against valid Applications;

  (ii) particulars relating to the requisite money to be transferred to the NPO's Account, in accordance with the terms of this Agreement, the Issue Documents and applicable law;

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s) assisting in seeking approval of the Basis of Allotment from the Designated Stock Exchange as per applicable law and the Issue Documents, along with the NPO;

t) post approval of the Basis of Allotment by the Designated Stock Exchange, preparing the list of Allottees entitled to receive ZCZP instruments and prepare the Allotment Advice in consultation with the NPO;

u) initiating corporate action for credit of ZCZP instruments to Allottees and ensuring that correct credit to the Allottees' demat accounts is made in the prescribed time and manner;

v) receiving confirmation of credit of ZCZP instruments to the demat accounts of the Allottees from each of the Depositories and submit such details to the Stock Exchanges and file, along with the NPO, the Allotment details with the Designated Stock Exchange and confirm all formalities are completed;

w) ensuring that Allotment made is correct and timely uploading of the correct file in the depository system is made;

x) dispatch of Allotment Advice / Refund advice and credit of ZCZP instruments to the Allottees' demat accounts within the time frame indicated in the Issue Documents subject to certain cases kept in abeyance in consultation with the NPO.

y) moving funds from the Escrow Account to the NPO in accordance with the Issue Documents;

z) providing all relevant statements/reports for finalization of Basis of Allotment, listing and trading, Post-Issue monitoring reports etc. within the timelines mentioned in the Issue Documents, in consultation with the NPO;

aa) ensuring that all steps for completion of the necessary formalities for listing at the Stock Exchanges where the ZCZP instruments are proposed to be listed, are taken within 10 Working Days of the date of closure of the Issue, to allow the NPO to obtain listing approval within the prescribed time;

bb) In the event that the PAN of the Applicant is missing in the Application Form, the Registrar is to check whether the Bidder falls under the Sikkim category or any other exempt category;

a) settling investor complaints and grievances in a timely manner in accordance with applicable law and as required by SEBI and the Stock Exchanges, providing regular requisite reports thereof to the NPO, and maintaining a complete and accurate record of any grievances received and dealt with under the investor grievance mechanism, for a period of at least three years thereafter;

b) assisting the NPO in providing necessary reports/information and complying with formalities relating to release of security deposit to be placed by the NPO with Designated Stock Exchange;

c) providing assistance to the NPO in all other work incidental to or connected with processing

d) In case of hand delivery of the Application Form, an acknowledgement shall be issued by Registrar to the Applicant as proof of having accepted the Application.

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e) In case of failure of the Issue, taking steps to Refund of the application money received, in the manner as specified in the Issue Documents.

f)In connection with the Issue, the Registrar shall maintain accurately and with reasonable care, without limitation, the following records for a minimum period of three years from the date of listing, subject to commercial agreement with the NPO. The Registrar shall provide the NPO or any of their assigns any report that is required by them using the records specified below in a timely manner:

(a) all Application forms received from Applicants in relation to the Issue and data received from Banker's to the Issue including but not limited to the Bank statements.

(b) particulars relating to rejected Applications in the electronic file which did not get validated for the DP ID, Client ID or PAN with the Depositories' database;

(c) demographic data of the Applicants obtained from the Depositories;

(d) Basis of Allotment of ZCZP instruments to the Applicants as finalized by the NPO in consultation with the Designated Stock Exchange, along with relevant annexures and details;

(e) list of names of successful applicants and unsuccessful applicants of the ZCZP instruments;

(f) particulars relating to the allocation/Allotment of the Equity Shares for the Issue;

(g) all Application forms which are rejected and reasons thereof or withdrawn or unsuccessful along with the details of rejected/ withdrawn/ unsuccessful Application forms;

(h) records of correspondence in respect of investor complaints, grievances or queries;

(i) Complaint register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner in which they were disposed of. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly;

(j) records of returned mail showing details of contents of the letter details of refund orders, date of dispatch, date of return and reasons for being returned; and

(k) Such other records as may be specified by SEBI and the NPO.

7 The Registrar shall allow, process and provide the requisite facility for withdrawal of the Applications if the Applicants wishes to withdraw their Applications, in terms of the Issue Documents.

8 The Registrar shall not, and shall assure that its officers, employees and agents shall not, either before or after the termination of its appointment hereunder, divulge to any third party any confidential information about the NPO or the demographic details given by/of the Applicants or the Issue, which come to its knowledge in its capacity as Registrar to the Issue.

9 The Registrar shall provide accurately and in a timely manner all information to be provided by it under this Agreement, to ensure proper Allotment. The Registrar shall be responsible for the

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correctness and validity of the information relating to any unblocking of funds required to be made that has been provided by the Registrar to the SCSBs, as the case may be.

10 The Registrar shall be responsible for the correctness and validity of the information furnished by it and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.

11 The Registrar shall ensure that:

a. [investors shall be sent first response within seven Working Days after receipt of complaint;]

b. the enquiries/complaints from Applicants, are dealt with adequately and in a timely manner in accordance with applicable law;

c. uniform procedure is followed for processing all Application forms

d. the Registrar has a proper system to track, address and redress investor complaints;

e. adequate steps are taken for proper Allotment and credit of ZCZP instruments.

f. it shall provide status update at a periodic interval to the NPO ;

12 Until completion of dispatch of Allotment Advice and credit of ZCZP instruments to the Allottees' demat accounts, the Registrar will not hand over any Application form or other documents or records pertaining to the Issue to any other person (except to the Stock Exchanges, subject to the Registrar having provided prior written notice of such disclosure to the NPO). The NPO agrees that it will have access to the data/documents pertaining to the Issue at the office of the Registrar only as provided herein. The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without the prior written consent of the NPO, as the case maybe.

13 The Registrar will handle the Assignment from its office at Office no S6-2 ,6th Floor, Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road , Andheri (East) , Mumbai – 400 093 , Maharashtra , India. which has been declared to SEBI and approved by it for carrying on its activities. This office address shall be printed in all relevant stationery pertaining to the Issue.

14 The Issue stationery including Allotment Advice shall be kept ready and handed over to the Registrar by the NPO within three days from the date on which Registrar specifies the quantum of Issue stationary required to be printed and the NPO shall be responsible for any delay on this account. The NPO will arrange to obtain prior approval for the Issue stationery from the Stock Exchange.

15 The NPO shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of Allotment Letters/ Allotment/ Allocation Advice, etc., within two Working Days from the date of closure of the Issue. On closure of the Issue period, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar should maintain a proper account of the amount spent by it on behalf of the NPO. The Registrar agrees to return the excess funds to the NPO in case the amount on actuals is less than the estimated account.

16 The Registrar shall act as a nodal agency for redressing complaints of Applicants, including providing guidance to Applicants regarding approaching the concerned Designated Intermediary.

20. The Registrar will provide all relevant statements/reports to ensure listing within the timelines mentioned in the Issue Documents, in consultation with the NPO.

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21. The NPO agrees that formats of all reports, statements, and other documents shall be in conformity with the standard designs approved by the Stock Exchanges and the SEBI, as applicable.

22. Subject to applicable law, all fees and expenses relating to the Issue shall be borne by the NPO. The fees and charges payable to the Registrar for handling the Assignment shall be as specified in **Schedule I** hereto, after deducting all taxes, duties and levies as per applicable law, provided that if the Registrar is unable to perform the Assignment as set out in this Agreement, the Registrar shall refund all sums that may have been paid to it by the NPO, directly, as the case may be, except for any out-of-pocket expenses and services rendered till the time of shifting..

23. If performance by any Party of any obligation under or pursuant to this Agreement is prevented, restricted or interfered with by reason of complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious, sustained, political or industrial disturbance or in any other event beyond the reasonable control of the Party seeking to rely on it caused by force majeure, then the Party so affected (the **"Affected Party"**) shall on giving notice to the other Parties be excused from such performance to the extent of such prevention, restriction or interference, provided that it shall use its best endeavors to resume performance of its obligations hereunder as soon as the cause of such prevention, restriction or interference is removed and to mitigate the consequences of such prevention, restriction or interference. On receipt of notice from the Affected Party, the other Party shall be similarly excused from performance of its respective obligations hereunder during such period as performance of the Affected Party's obligations is suspended. The NPO may terminate this Agreement on receipt of such a notice from the Registrar.

24. This Agreement shall be valid until the expiry of one year from the date of closing of the Issue, provided that the NPO with respect to itself may terminate this Agreement, with or without providing any reason, with prior written notice of 10 days, to the other Parties. Further, the NPO shall be entitled to forthwith terminate this Agreement vis-à-vis the Registrar, subject to written notice, if (i) the Registrar's Certificate of Registration is suspended/withheld/cancelled or SEBI or any other regulatory authority or any court or tribunal debars or suspends or stops the Registrar from carrying on its activities, (ii) the Registrar is in any way prohibited or restrained, either by an order or direction of the SEBI, any other regulatory authority or any court or tribunal or in any other manner, from carrying on registrar and share transfer agent activities. For avoidance of doubt, if the NPO, decides not to proceed with the Issue, this Agreement shall stand terminated immediately on written notice to the Registrar.

25. The Registrar shall immediately inform the NPO in writing, if, due to any unavoidable/regulatory reasons, its Certificate is cancelled, suspended or withheld by SEBI, or if it is prohibited or restricted in performing the Assignment by SEBI or any court or regulatory authority, and with progress with regard to any legal action initiated against it/or any of its group entities by any regulator from time to time. In any such event, if it is unable to continue to act as a Registrar to the Issue or perform the Assignment, it shall immediately inform the NPO and take steps, in consultation with and as per the directions of the NPO to enable smooth transition of data held by the Registrar in relation to the Issue, at no cost to the Company to another registrar as may be appointed by the NPO.

26. On the expiry or termination of this Agreement, all data and documents in the possession or custody of the Registrar shall be handed over to the NPO as may be applicable, and/or the newly appointed registrar to the Issue. In this relation, the Registrar shall, within three working days of being instructed by the NPO, transfer all data and documents in its possession in respect of the Issue and the Equity Shares and extend all necessary cooperation, to such other registrar/depository as instructed by the NPO, towards taking over duties and responsibilities as the Registrar to the Issue.

27. [The Registrar shall endeavor to redress investor complaints within three days of receipt of the complaint and shall ensure that the time taken to redress investor complaints does not exceed seven days from the date of receipt of complaint, during the currency of this Agreement, and shall continue to do so during the period it is required to maintain records under the SEBI RTA Regulations. The

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NPO shall extend necessary cooperation to the Registrar for its complying with the SEBI RTA Regulations. The Registrar shall provide a status report of investor complaints and grievances on a quarterly basis to the NPO. Similar status reports will also be provided to the NPO as and when required by the NPO]

28. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any error or failure in such services rendered by the Registrar, the Registrar, at its own cost, take all measures to immediately rectify such defaults, errors or failure within two days of receipt of written notice by the NPO. The NPO shall be entitled to forthwith terminate the Agreement, if the Registrar is unable to rectify such defaults within two days of receipt of written notice by the NPO, of such default, error or breach.

29. The Registrar shall be directly responsible to, and hereby indemnifies and shall keep indemnified, the NPO and their respective directors, officers, employees, agents, affiliates, representatives and advisors from and against all suits, claims, actions, losses and demands which may be made or commenced against any such indemnified parties, by SEBI and/or the Stock Exchanges and/or any other statutory or regulatory authority or a court of law or any applicant or holder of Equity Shares or other third party as a consequence of any act, omission, error, failure or deficiency on the part of the Registrar or any of its directors, officers, employees, agents, affiliates or representatives in performing the Assignment and services hereunder, provided that the Registrar shall not be liable for any indirect or consequential loss caused to the due to error or omission committed by it in good faith, where the Registrar has not acted negligently or committed an act of willful misconduct.

30. The NPO will bear expenses for legal advice or action which may have to be taken by it for no lapse on the part of the Registrar but for any eventuality which may arise in connection with the Issue.

31. The Registrar may have to provide certain information regarding the Applicants to certain statutory and regulatory authorities including, without limitation, income tax authorities. The Parties acknowledge that providing such information strictly for such purpose shall not be in violation of this Agreement.

    a. Any notice, communication or documents may be given by personal delivery, registered or speed post, or by facsimile. The notice, communication or document shall be deemed to have been served on the Party to whom it is given if given by personal delivery when so delivered at the address of such Party, if given by registered or speed post on expiration of three working days after the notice shall have been delivered to the post office for onward dispatch and if given by facsimile, on transmission thereof, provided however that any notice by fax shall be confirmed in writing. All notices to the Parties shall be addressed as under:

To the Issuer, **EKALAVYA FOUNDATION** **Corp. Off. 1-8-522/7, opp. Lane Metro pillar No. B1117, Chikkadpally, Hyderabad, 500020** **Email: ho@ekalavya.net cco@ekalavya.net** **Website:** www.ekalavya.net **Contact Person: Mahesh Chary** **Contact Number: 9492490928**
To the Registrar

EKALAVYA FOUNDATION Regd. No. 280/2006 HYDERABAD

Bigshare Services Private Limited Office no S6-2 ,6th Floor, Pinnacle Business Park, Next to Ahura Centre, Mahakali Cave Road, Andheri (East), Mumbai – 400093 Maharashtra, India. **Tel No.:** +91 – 22 – 6263 8200 **Fax No.:** +91 – 22 – 6263 8299 **Email:** ipo@bigshareonline.com **Contact Person:** Mr. Babu Rapheal C

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

32. Non-compliance with any of the covenants contained herein by any Party may be reported to the SEBI within seven days by any other Party.

33. If any dispute, difference or claim arises between the Parties in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve such dispute through negotiation. If the dispute is not resolved through negotiation within 15 days after commencement of discussions, then any Party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators (one to be appointed by the Registrar, one by the NPO and one jointly by the appointed arbitrators). All proceedings in any such Arbitration shall be conducted under The Arbitration and Conciliation Act, 1996, and shall be conducted in English. The Arbitration shall take place in Mumbai, India.

34. Subject to clause 34 above, any disputes arising in connection with this Agreement shall be subject to courts having jurisdiction in Mumbai, India. This Agreement shall be governed by and construed exclusively in accordance with the laws of India, without reference to conflict of laws rules.

35. The Registrar shall not be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Parties.

36. This Agreement constitutes the entire understanding among the Parties and supersedes all prior discussions and agreements, oral or written, between any of the Parties relating to the Assignment.

37. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorized officer or representative.

38. The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce any provision of this Agreement.

39. The Registrar shall continue to be responsible for the Assignment until the termination of this Agreement. For avoidance of doubt, it is clarified that if the Agreement is prematurely terminated, the Registrar shall be entitled to only such expenses as are actually incurred until the date of such termination

40. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument.

EKALAVYA FOUNDATION
Regd. No. 280/2006
HYDERABAD

CERTIFIED TRUE COPY

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

This signature page forms an integral part of the Registrar to the Issue Agreement entered into by and among and Bigshare Services Private Limited.

(Authorized Signatory)

Name: P. Venugopal Reddy
Designation: Chairman

EKALAVYA FOUNDATION
Regd. No. 280/2006
HYDERABAD

has signed for and on behalf of Ekalavya Foundation

Witnessed by:
I Mahesh Kumar

Bigshare Services Private Limited
Mumbai

(Authorized Signatory)

Name: N V K MOHAN
Designation: MANAGING DIRECTOR

CERTIFIED TRUE COPY

Has signed for and on behalf of Bigshare Services Private Limited Witnessed By:
SCHEDULE I

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

#	Activity	Party Responsible
I.	**PRE-ISSUE WORK**	
1.	Design of Application Form, bank schedule, pre-printed stationery, in conformity with applicable law	NPO /Registrar
2.	Placing of orders for and procuring pre-printed stationery	NPO
II.	**ISSUE WORK**	
3.a b.	Receipt of Applications from investors. Processing all Application Forms in respect of the Issue	Registrar
4.	On closure of the Issue and receipt of applications, collecting application ,validating the DP ID, Client ID and PAN with the Depositories' database	Registrar
5.	Reconciliation of number of forms, ZCZP applied for and money received in the designated bank account .	Registrar
6.	Reject all applications which do not get validated for the DP ID/Client ID and/or PAN with the Depositories' database	Registrar
7.	Uploading of beneficiary account details to depositories	Registrar
8.	Matching with depository details	Registrar
9.	Identify and reject Applications with technical faults	Registrar / NPO
10.	Preparation of statement for deciding Basis of Allotment by the NPO in consultation with the Designated Stock Exchange	Registrar
11.	Finalizing Basis of Allotment after approval of the Designated Stock Exchange	NPO /Registrar
12.	Preparation of fund transfer schedule based on the approved Basis of Allotment	Registrar
13.	Allotment of ZCZP instruments on the basis of formula devised by Stock Exchange	NPO /Registrar
14.	Credit to respective demat accounts in the time specified in the Offer Documents and as prescribed by SEBI	Registrar
15.	Overprinting of Allotment Advice	Registrar
16.	Mailing of documents by registered post wherever required	Registrar
17.	Payment of consolidated stamp duty or procuring and affixing stamps of appropriate value	NPO
18.	Dispatch of Allotment Advice within the timeframe specified in Issue Documents and applicable law	Registrar
19.	To ensure settlement of all investor complaints	Registrar/ NPO
20.	Establishing proper grievance redressal mechanism during the Issue period and after the closure of the Issue, as per the Issue Documents	Registrar/NPO

EKALAVYA FOUNDATION
Regd. No. 280/2006
HYDERABAD

SCHEDULE II

Fees Payable to the Registrar

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

Sr.No	Particulars	Unit	Rates
1	Processing Fees		
2	Validating application data with depositories		
3	Hosting allotment / non allotment data on our website		
4	Basis of Allotment		
5	Listing related reports		
6	Written Communication, by email, fax, etc. for a period of 3 Months from the closure of issue.		
7	Follow up for application forms collections from banks, reporting collections, handling and servicing of pre and post-issue investors queries in person, or phone.		Re.1.00 per application subject to minimum of Rs. Rs. 50,000/-
8	Email Intimation for unblocking/allotment		Re. 0.75 per email
9	SMS intimation as per latest SEBI circular dated April 20, 2022		Rs. 0.75 per SMS

Reimbursement of other expenses

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

Pre-printed stationery

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

EKALAVYA FOUNDATION
Regd. No. 280/2006
HYDERABAD

Services Private Limited
Mumbai

Schedule III

Certificate of Registration of the Registrar

निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता

REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS

भारतीय प्रतिभूति और विनिमय बोर्ड

SECURITIES AND EXCHANGE BOARD OF INDIA

रजिस्ट्रीकरण का प्रमाणपत्र

CERTIFICATE OF REGISTRATION

PERMANENT REGISTRATION

BIGSHARE SERVICES PVT LTD
E/2-3, ANSA INDUSTRIAL ESTATE
SAKI - VIHAR ROAD, SAKINAKA
ANDHERI (E), MUMBAI-400 072

INR000001385

This certificate of registration shall be valid for permanent, unless suspended or cancelled by the Board

भारतीय प्रतिभूति और विनिमय बोर्ड

MUMBAI

APRIL 09, 2013

K. SARAVANAN