

**REGISTRAR AGREEMENT**

**DATED September 10, 2020**

**BY AND BETWEEN**

**DEEPAK FERTILISERS AND PETROCHEMICALS CORPORATION**

**AND**

**KFIN TECHNOLOGIES PRIVATE LIMITED**

*Mansoor*



SRI T. ANANDHARAJU  
S.V.A.NO.15-72-024/2009  
RI.NO. 15-72-015/2012  
H.NO.2-31/5/A  
TARA NAGAR, SERILINGAMPALLY  
RANGA REDDY DISTRICT  
9/2/20  
LICENSE NO.39/2012



REGISTRAR AGREEMENT

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TELANGANA

This Registrar Agreement ("Agreement") is entered into on September 10, 2020 at Pune, between:

**DEEPAK FERTILISERS AND PETROCHEMICALS CORPORATION LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, and having its registered office and corporate office at Sai Hira Survey No. 93, Mundhwa, Pune-411 036, India (hereinafter referred to as the "Company" or the "Issuer", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assignees) of the **FIRST PART**;

AND

**KFIN TECHNOLOGIES PRIVATE LIMITED** (formerly known as "Karvy Fintech Private Limited"), a company incorporated under the Companies Act, 2013 and having its registered office at Selenium Tower B, Plot Nos. 31 & 32, Financial District Nanakramguda Serilingampally Mandal, Hyderabad 500 032, Telangana, India (hereinafter referred to as the "Registrar" or "Registrar to the Issue" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assignees) of the **SECOND PART**.

The Company and the Registrar are hereinafter referred, together as "Parties" and individually as "Party".

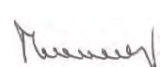
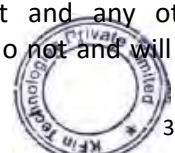
#### WHEREAS

- 1 The Company is proposing a rights issue of its equity shares of face value of ₹ 10 each (the "Equity Shares"), at such price as may be decided by the Company, in consultation with the Lead Manager (defined below), for an amount up to ₹180 crores (the "Issue"), in compliance with the applicable provisions of the Companies Act, 2013 (as defined below), Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("SEBI ICDR Regulations") along with the relevant circulars, guidelines and regulations issued by the Securities and Exchange Board of India ("SEBI") and other applicable statutory and/or regulatory requirements to (i) holders of the equity shares of face value of ₹ 10 each ("Equity Shares") as of the record date to be determined by the Company (the "Record Date" and such holders of Equity Shares, "Eligible Shareholders") and (ii) persons, if any, in whose favour, such Eligible Shareholders may renounce their right to receive Equity Shares in the Issue ("Rights Entitlements").
- 2 The Issue has been authorised by the resolution passed by the board of directors of the Company ("Board") at its meeting held on May 25, 2020.
- 3 The Company has approached BOB Capital Markets Limited, (the "Lead Manager"), to act as the Lead Manager to the Issue and the Lead Manager has accepted such appointment in terms of their engagement letter, subject to the terms of the issue agreement to be executed among the Company and the Lead Manager.
- 4 The Company, subject to receipt of requisite approvals, is proposing to file a Letter of Offer with SEBI, BSE Limited ("BSE") and National Stock Exchange of India Limited ("NSE" and, together with BSE, the "Stock Exchanges")

- 5 The Registrar is registered with SEBI under the Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the “**SEBI RTA Regulations**”) and has a valid and subsisting registration (registration no. INR000000221 dated December 24, 2019) and there is no prohibition or order restricting it to be the registrar.
- 6 In terms of Regulation 69(7) of the SEBI ICDR Regulations, the Company is required to appoint a registrar which has connectivity with all depositories in connection with the Issue. Further, in terms of SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2020/78 dated May 6, 2020 read with the SEBI circular bearing reference SEBI/HO/CFD/DIL1/CIR/P/2020/136 dated July 24, 2020 (“**SEBI Relaxation Circular**”), the Company may, along with the Lead Manager, the Registrar, and other recognized intermediaries as deemed fit by the Company and the Lead Manager institute an optional mechanism (non-cash mode only) to accept the Applications, subject to ensuring that no third party payments are allowed in respect of any Application. The Company has approached the Registrar to act as the Registrar to the Issue and provide services of its web based application platform (“**R-WAP**”) instituted in accordance with the SEBI Relaxation Circular, as per the terms and conditions set forth in this Agreement (the activities pertaining to it acting as the Registrar to the Issue and providing services of R-WAP facility are hereinafter referred to as the “**Assignment**”) and the Registrar has accepted the Assignment.
- 7 In terms of Regulation 9A (1)(b) of the SEBI RTA Regulations, the Registrar is required to enter into a valid agreement with the Company for, among other things, setting out the allocation of duties and responsibilities between the Registrar and the Company and in pursuance of the same, the Registrar and the Company have entered into this Agreement.
- 8 All capitalised terms not specifically defined herein shall have the same meaning ascribed to such terms in the Letter of Offer to be filed with SEBI and the Stock Exchanges.

**NOW THEREFORE**, the Company and the Registrar do hereby agree as follows:

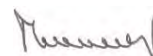

- 1 The Company hereby appoints KFin Technologies Private Limited as the Registrar to the Issue and to provide services of R-WAP facility and the Registrar accepts such appointment by accepting the terms of its appointment and signing this Agreement.
- 2 The Registrar hereby undertakes to perform and fulfil the Assignment, including such functions, duties and obligations and to provide such services as are mentioned herein and to carry out such other functions, duties, obligations and provide such other services as are required under applicable law (including the rules, regulations, directions and circulars prescribed by SEBI and by-laws of the Stock Exchanges) (“**Applicable Laws**”) in respect of the Issue. The Registrar undertakes and agrees that it shall be the Registrar’s sole and absolute responsibility to ensure that such functions, duties, obligations and services are performed in a professional and timely manner.
- 3 Each Party hereby represents, warrants, undertakes and covenants to the other that:
- (a) this Agreement constitutes a valid, legal and binding obligation on its part and is enforceable against it in accordance with the terms hereof; and
- (b) the execution, delivery and performance of this Agreement and any other document(s) related hereto by it has been duly authorised and do not and will not

contravene any provisions of, or constitute a default under: (a) any law, regulation, judgement, decree or order of any governmental authority; (b) its constitutional documents; or (c) any other agreement or instrument or undertaking to which it is a party or which is binding on it or any of its assets.

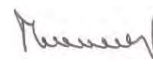

4 The Registrar declares and undertakes that:

- (a) it has obtained a certificate of permanent registration from SEBI, bearing registration number INR00000221. A copy of the registration certificate from SEBI is enclosed as **Schedule II** hereto. It shall also ensure that the certificate of registration shall remain in force at all times, by taking prompt steps for its renewal.
- (b) No disciplinary or other proceedings have been commenced against it by SEBI or any other statutory and/or regulatory authority and that it is not debarred / suspended from carrying on its activities as a registrar. The Registrar will keep Company and the Lead Manager informed on an immediate basis if its registration is cancelled, suspended or withheld for any regulatory or other reasons or if any prohibitory orders are passed, restricting it from carrying out the Assignment or if it is prohibited or restricted from performing the activities mentioned in this Agreement by any regulatory authority and shall cooperate to establish alternate arrangements;
- (c) it has a clean track record and no penalty has been imposed upon it by SEBI in the past. It has not violated any of the conditions subject to which registration has been granted to it;
- (d) it shall perform the Assignment with highest standards of integrity and fairness, shall abide by the SEBI RTA Regulations, including the code of conduct as specified in Schedule III thereunder and other Applicable Laws and shall act in an ethical manner in all its dealings with the Company, Lead Manager, Eligible Shareholders, Renounees, Investors *et cetera* and that it will not take up any activity which is likely to be in conflict with the interests of the Company, Eligible Shareholders, Renounees, Investors or Lead Manager or other intermediaries to the Issue or contrary to or in violation of any rules, regulations, orders, guidelines or directions issued by SEBI or other regulatory authorities, from time to time;
- (e) it shall make adequate disclosure in writing to the Company and the Lead Manager of any potential areas of conflict of interest and duties which is likely to impair its ability to render fair, objective and unbiased services;
- (f) it shall deploy the persons/officers/manpower who are well versed with the process involved in respect of the Issue and having necessary expertise and skills for the purposes of rendering services, it shall take due care, diligence and caution to ensure that there are no deficiency(s)/error(s) in the services to be performed by the Registrar and it shall duly comply with all the statutory requirements of the Applicable Laws including but not limited to regulations and rules framed by SEBI and the Stock Exchanges;
- (g) it shall carry out the Assignment and complete all the formalities accurately, diligently and within the stipulated time limits in accordance with Applicable Law. The Registrar shall immediately notify the Company and the Lead Manager on any likely delay in completion of any of the formalities. The Registrar shall also notify the

Company and the Lead Manager of any errors committed while completing any of the formalities;

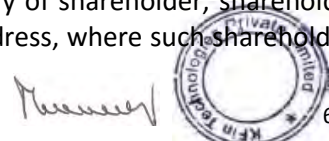
- (h) it has the required infrastructure, facilities, personnel, capacity, capability, back up data maintenance, disaster recovery system, expertise and the net worth to honour its obligations and liabilities under this Agreement, including in relation to R-WAP;
- (i) R-WAP facility is, and will be, be transparent, robust and has undergone adequate checks and balances. Registrar through the R-WAP facility will facilitate subscription in the Issue in an efficient manner without imposing any additional costs on investors. Registrar shall be fully responsible for system failure, breakdown, fault or non-operationalisation in the manner required under Applicable Law. Without prejudice to the generality of the foregoing, the Registrar shall be solely responsible and liable for the acts or omissions of or any failure, negligence, deficiency or errors on the part of the payment gateway service provider engaged by the Registrar;
- (j) R-WAP has, and will have, adequate connectivity and linkages with payment gateway provider to enable investors to make payment using internet banking or UPI in the Issue;
- (k) it will provide the details of such infrastructure required to manage the Issue to the Company and the Lead Manager, immediately after the signing of this Agreement and in all events prior to the date of filing the Letter of Offer with the Stock Exchanges;
- (l) it is a '*fit and proper person*' as per the criteria specified in Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008, as amended;
- (m) it shall cooperate and comply with any instructions which the Company and/or the Lead Manager may provide in respect of the Issue;
- (n) it shall keep the Company and the Lead Manager fully informed about the progress with regard to any legal action initiated against it and / or any of its group entities by any regulator from time to time;
- (o) it has connectivity with the depositories, namely National Securities Depository Limited ("**NSDL**") and Central Depository Services Limited ("**CDSL**"), (together, "**Depositories**");
- (p) it is not subject to any litigation in, or injunction or order of, any court or regulatory authority that seeks to prevent it from entering into this Agreement or performing the Assignment in any manner;
- (q) this Agreement has been duly authorised, executed and delivered by it, and is a valid and legally binding obligation on it enforceable in accordance with its terms. The execution, delivery and performance of the Assignment by the Registrar does not violate, or constitute a breach of any Applicable Law, regulation, order of any court or tribunal, or any agreement, deed or undertaking entered into by the Registrar;
- (r) it is not an 'Associate' of the Company as per Regulation 13A under the SEBI RTA



Regulations;

- (s) in the event the Registrar is unable to continue to act as a Registrar to the Issue, at any point of time, due to any direction of any statutory or regulatory authority or otherwise, it shall immediately inform the Company and the Lead Manager and take steps, in consultation with the Company and the Lead Manager and as per the directions of SEBI, if any, and the Company and the Lead Manager, for a smooth transition of the data in connection with Equity Shares and the Issue held by the Registrar, at no cost to the Company or the Lead Manager for such transition to another registrar as may be appointed by the Company; and
- (t) It is in compliance with the requirements of the SEBI circular bearing reference no. SEBI/HO/MIRSD/DoP/CIRP/2018/119, dated August 10, 2018.
- 5 The Company hereby declares that, it has complied with and agrees to comply with all statutory formalities under the Companies Act, the SEBI ICDR Regulations and Applicable Laws to enable it to undertake and make the Issue. The Company also agrees that, it will coordinate with the Registrar and that it will not give any instructions which are in violation of any applicable legislations, rules, regulations or guidelines issued by SEBI and/or any other regulatory authority.
- 6 The Company and the Registrar agree to perform their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in **Schedule I** hereunder. The activities listed in the **Schedule I** are indicative and not exhaustive and conform to the model agreement contemplated under the SEBI RTA Regulations. The Company and the Registrar, in consultation with the Lead Manager, may include further activities agreed upon by the Parties, including in relation to R-WAP facility which shall be listed and mutually agreed upon. Further, the Registrar agrees to undertake all the obligations and responsibilities specified for the Registrar herein, as well as in the Letter of Offer, Abridged Letter of Offer, Rights Entitlement Letter and the Application Form, including any respective supplements, corrigenda or amendments (collectively, the "**Issue Documents**"). The Registrar hereby consents to the inclusion of its name, contact details and its logo as the Registrar to the Issue in all such documents as are required for the Issue including the Issue Documents. Further, the Registrar will do all such activities as may be incidental to discharge its obligations hereunder at no additional cost to the Company or the Lead Manager.
- 7 Without prejudice to the contents of Clause 6 above, the following activities shall form part of the Registrar's Assignment:
- (a) calculation of Rights Entitlement and fractional entitlements for each Eligible Shareholder as on the Record Date;
- (b) coordinating with the Depositories for various Issue related activities such as for obtaining the complete list of shareholders of the Company as on the Record Date and preparing the final list of Eligible Shareholders with complete details, name of shareholder, including but not limited to client identification ("**Client ID**"), depository participant identification ("**DP ID**"), folio number (in case of Equity Shares of the Company held in physical form), demat account details, name of the shareholder (including joint holding, if any), category of shareholder, shareholding, Rights Entitlement, address (including secondary address, where such shareholder is

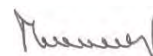

The Registrar

situated outside of India) and bank details registered with the Depository Participant. All details mentioned above shall also be provided separately for the Promoter/Promoter Group entities enumerated in the Letter of Offer as on the Record Date within one (1) calendar day of the Record Date. Further, for non-resident shareholders whose address is in the United States of America, the Registrar shall provide the Company and the Lead Manager with all details specified hereinabove separately within two calendar days of the Record Date;

- (c) verify demat account details provided by the shareholders holding shares in physical form through PAN, client master sheet, *et cetera*.
- (d) assisting the Company in obtaining a separate ISIN for Rights Entitlements, crediting the Rights Entitlement to the demat accounts of the Eligible Shareholders (with respect to the Equity Shares held by such Eligible Shareholder in dematerialised form) well in advance of the Issue Opening Date, against the Equity Shares held by them as on the Record Date in terms of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("**SEBI Listing Regulations**") and other Applicable Laws. The Registrar shall ensure that the ISIN of Rights Entitlement shall be kept frozen (for debit) in the depository system till the Issue Opening Date;
- (e) prior to the Issue Opening Date, crediting the Rights Entitlements to a demat suspense escrow account opened by the Company, for the Eligible Shareholders which would comprise Rights Entitlements relating to (a) Equity Shares held in a demat suspense account pursuant to Regulation 39 of the SEBI Listing Regulations; or (b) Equity Shares held in the account of IEPF authority; or (c) the demat accounts of the Eligible Shareholder which are frozen or details of which are unavailable with the Company or with the Registrar on the Record Date; or (d) Equity Shares held by Eligible Equity Shareholders holding Equity Shares in physical form as on Record Date where details of demat accounts are not provided by Eligible Shareholders to the Company or Registrar; or (e) credit of the Rights Entitlements returned/reversed/failed; or (f) the ownership of the Equity Shares currently under dispute, including any court proceedings, and an intimation should be sent to such Eligible Shareholder by the Registrar;
- (f) carrying out due procedures in relation to processing of multiple Applications as provided in the Letter of Offer;
- (g) making best efforts in procuring demat account details of shareholders holding Equity Shares in physical form as on Record Date such that these details are available not later than 2 working days prior to the Issue Closing Date, including in the manner required under the SEBI Relaxation Circular;
- (h) crediting, their Rights Entitlement to the demat account provided by the Eligible Shareholders holding Equity Shares in physical mode, as soon as practicable and in compliance with the Applicable Laws;
- (i) assisting in various corporate actions as well as trading applications as may be required including credit of Rights Entitlements before the Issue Opening Date, credit of Equity Shares to be issued pursuant to the Issue and coordinating with the Stock Exchanges to get renunciation data;



- (j) the Registrar shall submit details of total Rights Entitlement credited to the Eligible Shareholders to the Company and the Lead Manager immediately after completing the corporate action for the same and not later than 3 working days prior to Issue Opening Date;
- (k) the details with respect to Rights Entitlements shall be made available on the website of the Registrar and the investors shall be able to check their respective entitlements on the website of the Registrar by keying their details, after adequate security controls to ensure that investors' information is secured and made available only to the particular investor;
- (l) assist (including verification) the Company and the Lead Manager, as the case may be, in (a) preparation of frequently asked questions, (b) providing an online dedicated investor helpdesk for guidance on the Application process and resolution of difficulties faced by the Investors, (c) updation of Indian address/ email address/ mobile number of Eligible Shareholders of the Company, (d) updation of demat account details by Eligible Shareholders holding shares in physical form; and (e) submission of self-attested PAN, client master sheet and demat account details by non-resident Eligible Shareholders;
- (m) coordinating with the Depositories to suspend the ISIN of Rights Entitlement for transfers, from Issue Closing Date;
- (n) the Registrar shall ensure that the Rights Entitlements against which Applications are not received, shall be lapsed after closure of the Issue;
- (o) ensuring that once allotment is completed, the ISIN for Rights Entitlement shall be permanently deactivated in the depository system by the Depositories;
- (p) opening appropriate demat escrow suspense accounts and ensuring same is done before the Record Date;
- (q) drafting of Entitlement Letter and dispatch of the same to Eligible Shareholders along with Application Form and Letter of Offer and co-ordinating printing of the same, if required;
- (r) determining the shareholders who have valid email addresses to whom issue materials can be sent and the list of the shareholders to whom dispatch of issue materials needs to be completed through ordinary post as communicated by the Company and as required under the SEBI Relaxation Circular and Applicable Laws;
- (s) reviewing and commenting on the contents of the Application Form, Abridged Letter of Offer, Rights Entitlement Letter and dispatch, electronically and as required by the Company or the Lead Manager, of them to the Eligible Shareholders. The Registrar shall also upload the Letter of offer, Abridged Letter of Offer, Application Form and details of Rights Entitlements on its website. However, the Registrar shall send Applications, Rights Entitlement Letter and Abridged Letter of Offer only to the email addresses of the Eligible Shareholders who have provided their Indian addresses or through such other modes as may be communicated by the Company to the Registrar and shall not dispatch any such documents to any Eligible



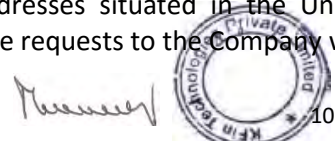
Shareholders whose addresses are outside of India; sending the Letter of Offer, through email, to the Eligible Shareholders who have provided their Indian addresses to the Company or who are located in jurisdictions where the offer and sale of Equity Shares is permitted under laws of such jurisdictions and in each case who make a request in this regard;

- (t) ensuring dispatch of all Issue material whether electronically or physically (through ordinary post as may be required by the Company and the Lead Manager is completed within the timelines prescribed under SEBI ICDR Regulations and other Applicable Laws, which is at least 3 days prior to the Issue Opening Date;
- (u) co-ordinating with the payment gateway service provider in a manner so as to ensure the correct remittance of refunds to the respective bank accounts of the Applicants, for Applications made in the Issue using UPI;
- (v) issuing timely dispatch confirmation immediately after completion of dispatch to the Company and the Lead Manager to enable publishing and upload of the dispatch advertisement under Regulation 84 of the SEBI ICDR Regulations, at least 2 days prior to the Issue Opening Date, read with the SEBI Relaxation Circular. Further, the Registrar shall also upload such advertisements in connection with the Issue on its website;
- (w) ensure timely preparation and publication dispatch and issue of confirmation thereto in connection with the post-Issue advertisements in accordance with Regulation 92 of the SEBI ICDR Regulations within 10 days of completion of various activities as specified under such regulation, and other Applicable Laws;
- (x) providing the Company and the Lead Manager with the pre-Issue, Issue and Post-Issue shareholding of the Company and other documents in relation to listing applications to be made to the Stock Exchanges, in the format specified under the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended and as may be required;
- (y) providing detailed instructions to the Banker(s) to the Issue and SCSBs, including the format and timeline for receipt of information in relation to the Issue, at least three working days before the Issue Opening Date;
- (z) keeping a proper record of Applications and Application Money received from Eligible Shareholders and Renounees and paid to Banker(s) to the Issue and through R-WAP;
- (aa) providing the split between Eligible Shareholders and Renounees in relation to the Equity Shares applied for as part of their respective Rights Entitlement and additional Equity Shares applied for, after the Issue Closing Date in the following format:

Category	Shares applied for		Rights Entitlement Additionally Purchased
	Rights Entitlement	Additional	

Eligible Shareholders			
Renouncees			

- (bb) providing daily collection figures in Rupees and the number of Equity Shares applied for;
- (cc) providing correct data in time to enable the Company in consultation with the Lead Manager to finalize the basis of allocation and Allotment in coordination with the Stock Exchanges for timely approval of the Basis of Allotment;
- (dd) ensuring that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, circulars issued by SEBI or the Stock Exchanges, guidelines and notifications and as specified in the Issue Documents;
- (ee) post communication of the Basis of Allotment by the Company, preparation of list of Allottees entitled to allocation of Equity Shares and preparing the Intimation cum Refund Advice, in consultation with the Company and the Lead Manager;
- (ff) ensuring correct credit of Equity Shares to respective demat accounts of the Allottees or in the demat escrow account with respect to shareholders of the Company holding shares in physical form and who have not provided details of their demat account during the Issue Period, as specified in the Letter of Offer and as required under Applicable Laws and to receive the confirmation of credit of the Equity Shares to the demat accounts of the Allottees and to the demat escrow account from each of the Depositories and submit the same to the Stock Exchanges and file, along with the Company, the Allotment details with the Designated Stock Exchange to be appointed in connection with the Issue and confirm all formalities are completed;
- (gg) obtaining demographic details of all applicants from Depositories;
- (hh) obtaining details of holders of Rights Entitlements as on Issue Closing Date, from the Depositories;
- (ii) after reconciliation of valid Applications through Application Supported by Blocked Amount (“ASBA”) process and R-WAP process, funds blocked/ received in escrow account and Rights Entitlements demat holding list, the Registrar shall finalise allocation of Equity Shares being offered through the Issue;
- (jj) the Registrar shall credit the shares to the respective demat accounts of the applicants based on basis of allotment approved by the Designated Stock Exchange and shall issue instructions to unblock bank accounts/ send refund intimation wherever necessary;
- (kk) replying to queries from Applicants on the Application Form and on the method of application provided that any written advice from the Registrar to the Applicants shall be subject to the prior written intimation to the Lead Manager and the Company. However, if the Registrar receives any request for advice related to the Issue from Eligible Shareholders having return addresses situated in the United States of America, the Registrar shall duly forward the requests to the Company with



intimation to the Lead Manager and shall not be responsible for dispatch of advice to such Eligible Shareholders;

- (ll) collection and verification of any regulatory approval, including approval from the Reserve Bank of India, submitted along with an Application;
- (mm) ensuring that all investor complaints received are suitably addressed on priority basis;
- (nn) ensuring that all steps for completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges where the Equity Shares are proposed to be listed, are taken within the timelines as notified by SEBI;
- (oo) ensuring that Allotment made is correct and timely uploading of the correct file in the depository system;
- (pp) providing / specifying the format to the SCSBs in which information in relation to ASBA is required;
- (qq) dispatch of letters of Allotment / Allotment Advice / refund intimation or other permissible means to communicate allotment and refund details in timely manner;
- (rr) uploading the data of Allottees;
- (ss) crediting Equity Shares to the allottee's demat accounts or demat escrow account within the time frame indicated in the Letter of Offer;
- (tt) issuing refund instructions with respect to the R-WAP process, as necessary;
- (uu) processing the rejected cases as per the procedure finalized with the Company or as mentioned in the Letter of Offer;
- (vv) intimating to SCSBs and/or Banker(s) to the Issue, before Issue Opening Date, the Issue Opening date and Issue Closing Date;
- (ww) co-ordinating with SCSBs for submission of final certificates and escrow collection bank for provisional and final certificate, after taking into account rectifications, if any;
- (xx) reviewing and providing inputs, if any, on the "Terms of the Issue" section and other procedural disclosures in the Issue Documents;
- (yy) upon finalization of the Basis of Allotment, the Registrar shall, in consultation with the Lead Manager, provide the following details to the controlling branch of each SCSB and the Escrow Collection Bank(s), in an accurate manner along with instructions to unblock the relevant bank accounts and transfer the requisite money to the separate bank account maintained by the Company in a scheduled bank as per the provisions of the SEBI ICDR Regulations within the timelines specified in the ASBA process:
  - (i) Number of Rights Equity Shares to be allotted against each valid ASBA;

- (ii) Amount to be transferred from the relevant bank account to the separate bank account maintained by the Company in a scheduled bank as per the provisions of the SEBI ICDR Regulations, for each valid ASBA against which Allotment would be made, and the date by which such amounts are to be transferred, after satisfying the Designated Stock Exchange about receipt of the minimum subscription; and
- (iii) Details of the rejected ASBAs, if any, along with reasons for rejection and details of the withdrawn ASBAs, if any, to enable the SCSBs to unblock the relevant bank accounts.
- (zz) co-ordinating with the concerned Depository and ensuring that the number of Rights Entitlements /Equity Shares Allotted to each category of Applicants is correct in all respects and taking necessary steps as prescribed by the Depositories for cancellation/extinguishment of RE ISIN, if required at the appropriate time;
- (aaa) maintaining record of returned mail showing details of contents of the letter, details of refund intimations, date of dispatch, date of return and reasons for being returned;
- (bbb) ensuring that a proper grievance handling mechanism is in place at its office during the Issue period and after the Issue Closing Date, in accordance with Applicable Laws. Further, maintaining a complaint register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner in which complaint is disposed of. Complaints received through SEBI, if any, shall also be recorded in the complaints register in addition to the complaints received directly;
- (ccc) maintaining such other records in accordance with the SEBI RTA Regulations or as may be specified by SEBI, the Company and/or the Lead Manager in relation to carrying on the activities as Registrar to the Issue, provided the Registrar shall maintain all the records for at least eight years;
- (ddd) matching the DP ID, Client ID, and PAN, specified in the reconciled electronic data received from the Stock Exchanges and with the Depository's database;
- (eee) reconciling the compiled electronic data collected from the Stock Exchanges and the data/schedules collected from the SCSBs with the REs demat holding list, bank schedules provided by the Banker(s) to the Issue;
- (fff) rejecting the Applications (in respect of which the DP ID, Client ID and PAN specified in the reconciled data does not match the details in the Depository's database or in respect of folio number *vis-à-vis* records of the Company or Registrar);
- (ggg) drawing up a list of all technical rejections, in accordance with the "*Terms of the Issue*" section included in the Letter of Offer and keeping the same ready for verification by the Company and/or the Lead Manager as required under Applicable Laws or other timeline which may be decided by the Lead Manager;
- (hhh) in case of underwriting, provide a written notice (the "**Devolvement Notice**") to the Company and the underwriters of the unsubscribed Equity Shares which remain

unsubscribed post subscription of such number of unsubscribed Equity Shares as may have been undertaken by the Promoter and the Promoter Group in the Letter of Offer, within five days of the Issue Closing Date;

- (iii) providing a confirmation to the Company and the Lead Manager of the amounts to be transferred to the Banker(s) to the Issue or to be unblocked from the ASBA accounts;
- (jjj) providing all necessary schedules, workings and / or certificates required for the Company:
  - (i) to make an application to the Stock Exchanges to seek in-principle approval;
  - (ii) to make an application to the Stock Exchanges to seek listing and trading approval of Rights Entitlement;
  - (iii) to make an application to CDSL / NSDL for ISIN creations, credit of Rights Entitlements in the temporary ISIN, credit of Right Equity Shares to the Applicant as per Basis of Allotment;
  - (iv) to make an application to CDSL / NSDL for ISIN creations, credit of Equity Shares in the temporary ISIN and for ISIN post-allotment of Equity Shares; and
  - (v) to make an application for final listing and trading approval to the Stock Exchanges;
- (kkk) keeping accurately, at all times, the electronic records relating to ASBAs received from all SCSBs;
- (lll) co-ordinating with the Company to transfer (a) the Rights Entitlements from suspense accounts to shareholders' accounts; and (b) post Allotment, the Equity Shares from demat escrow account to the demat account of the Eligible Shareholders, where details of demat account of such shareholders holding shares in physical form have been received, and in such situations, assisting the Company to reconcile for correct and timely credits/ transfers; and
- (mmm) finalising various initial and final post-Issue reports, post-Issue monitoring reports such as the three-day report and final Issue monitoring report, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company and the Lead Manager.

8 The Registrar shall institute R-WAP in a timely manner to allow Eligible Shareholders to apply in the Issue in the electronic mode, including shareholders holding Equity Share in physical mode. Further, without prejudice to the provisions of this Agreement, the Registrar shall:

- (i) ensure that functioning of R-WAP is in compliance with Applicable Laws, including the SEBI Relaxation Circular.
- (ii) ensure that facility to pay through internet banking or UPI is available at R-WAP for payment of Application Money.

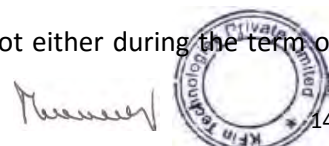


- (iii) upload the requisite information on to the Stock Exchanges' system, if and as required by the Stock Exchanges.
- (iv) ensure that payment amount is collected in a separate escrow account opened with a scheduled commercial bank ("**SCB**") registered with SEBI as a banker to the Issue.
- (v) resolve difficulties faced by investors on priority basis, using its best efforts, in the Application process.
- (vi) be responsible for redressal of all investor complaints arising out of/in relation to Applications made through the R-WAP process.
- (vii) ensure that R-WAP facility is a non-cash mechanism, in accordance with the SEBI Relaxation Circular.
- (viii) ensure that no third party payments shall be allowed in respect of any Application on R-WAP.
- (ix) ensure transparency, fairness and integrity in the functioning and operation of the – R-WAP facility.
- (x) ensure (and assist Company and the Lead Manager) in compliance of the SEBI Relaxation Circular.
- (xi) ensure compliance with provisions of this Agreement, which shall *mutatis mutandis* apply to R-WAP and procedure disclosed in the "*Terms of the Issue*" section of the Letter of Offer in relation to R-WAP.
- (xii) Implement all checks and balances on R-WAP, for an Application to be compliant with Applicable Laws and verify that Application is made through Investors' own bank account, through the latest beneficial position data of our Company containing Investor's bank account details, beneficiary account details provided to the depository, penny drop, fuzzy cheque process, cancelled cheque after offline background check and such other industry accepted and tested methods for online payment.

The Registrar shall provide all assistance in formulating and implementing any plan or any additional measures to be taken due to the impact of COVID-19 pandemic and lockdown on the Issue related activities, to ensure that the timelines and other requirements prescribed under Applicable Laws and SEBI circular the SEBI Relaxation Circular and as agreed by the Company and Lead Manager are met. The Registrar confirms the COVID-19 pandemic has not resulted in any material adverse effect on the Registrar.

The Registrar shall not hand over any Application Form or other documents / records pertaining to the Issue to any other person, except to the Lead Manager and the Stock Exchanges, subject to the Registrar having provided prior notice of such disclosure to the Company, until the completion of dispatch of allotment letters, refund intimations, etc. The Company agrees that it will have access to the Application Form / documents pertaining to the Issue at the office of the Registrar.

9 The Registrar and its officers, employees and agents shall not either during the term of, or

The Registrar

after the termination of, their appointment hereunder, divulge to any third party, any confidential information about the Company or the Issue which comes to its knowledge in its capacity as Registrar to the Issue except to the Lead Manager.

- 10 The Registrar will handle the Assignment from any of its offices which have been declared to SEBI and approved by it for carrying on its activities. The addresses of such offices shall be printed in all relevant stationeries pertaining to the said Issue.
- 11 The Registrar shall in a timely manner, provide all accurate information to be provided by it under this Agreement, or as may be required by the Company and the Lead Manager and the Applicable Laws, to ensure proper Allotment of the Equity Shares, dispatch/Email of instructions to SCSBs to unblock the bank accounts of the ASBA applicants, dispatch/ Email of allotment cum refund intimation and instructions to Banker(s) to the Issue. The Registrar shall be responsible for the correctness and validity of the information relating to any Refunds required to be made that has been provided by the Registrar to the Banker(s) to the Issue, including any of their correspondent banks.

Provided that the Registrar shall issue instructions to SCSBs and Banker(s) to the Issue within one working day from approval of Basis of Allotment, with Designated Stock Exchange for transferring Application Money to the extent of Allotment to the Company account.

- 12 The Registrar shall ensure compliance with all Applicable Laws including the provisions of (i) the SEBI circular no. SEBI/CFD/DIL/31/2008/30/7 dated July 30, 2008, (ii) the SEBI circular no. CIR/CFD/DIL/3/2010 dated April 22, 2010, (iii) the SEBI circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011, (iv) the SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012, (v) the SEBI circular no. CIR/CFD/DIL/ 4 /2013 dated January 23, 2013, (vi) the SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2020/13 dated January 22, 2020; (vii) SEBI circular SEBI/HO/CFD/CIR/CFD/DIL/67/2020 dated April 21, 2020; (viii) SEBI Relaxation Circular; and (ix) various other circulars issued by SEBI from time to time, to the extent applicable.
- 13 The Registrar undertakes that it shall not generally and particularly in respect of any dealings in the Equity Shares be party to:
  - (a) creation of false market;
  - (b) price rigging or manipulation;
  - (c) passing of unpublished price sensitive information to any third party including without limitation, brokers members of the stock exchanges and other intermediaries in the securities market or take any other action which is not in the interest of the investors; and
  - (d) neither it nor any of its directors, partners or managers having the management of the whole or substantially the whole of the affairs of their business shall either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading.
- 14 The Registrar shall ensure that:

- (a) the enquiries and complaints from applicants, shareholders and Renounees, including ASBA and R-WAP applicants, are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;
  - (b) the Registrar has a proper system to track, address and redress investor complaints;
  - (c) adequate steps are taken for proper allocation and Allotment of Equity Shares and refund of Application Money without delay and as per Applicable Laws;
  - (d) all responsibilities are undertaken for any reach out to be made to shareholders holding Equity Share in physical mode, getting their demat account details, credit Equity Shares or Rights Entitlements to the relevant suspense accounts, as may be required, any Rights Entitlements related matters, or matters in relation to making applications or Allotment in the Issue;
  - (e) the information furnished to the SCSBs in discharging its responsibility under the ASBA process is correct and valid; and
  - (f) demographic details provided by the Eligible Shareholders or other investors in the Applications Forms shall not be used by it for any purpose other than in relation to the Issue.
- 15 The Registrar shall act as a nodal agency for redressing complaints of investors, including providing guidance to ASBA and R-WAP investors regarding approaching the SCSB concerned or with respect to providing familiarity with the Application process or with respect to guidance on the procedural aspects with respect to the Issue.
- 16 The Registrar shall extend all necessary support to the Company, the Lead Manager and the SCSBs as may be required for the smooth and speedy functioning of the ASBA and R-WAP process and the process prescribed under SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2020/13, dated January 22, 2020 and SEBI Relaxation Circular.
- 17 The Company shall make available in advance to the Registrar, requisite funds for postage, mailing charges for dispatch of allotment letters; allotment advice, refund intimations, *et cetera* if proposed to be dispatched in printed form. Further, the Company shall provide adequate support to the Registrar to ensure compliance of R-WAP with the SEBI Relaxation Circular.
- 18 The Registrar will extend all facilities to complete Allotment process smoothly and speedily. The Company shall also extend necessary help to the Registrar in such matter.
- 19 The Company agrees that it shall make available the relevant master data, both in physical and electronic form as on the Record Date, signature data / card, details of all stop transfer cases etc. and all such details, physical records and electronic data, that may be required in future as and when the same are called for from the Registrar.
- 20 The Company agrees that formats of all reports, statements and other documents shall be in conformity with the standard designs approved by the Designated Stock Exchange for the Issue.
- 21 The Registrar shall be required to inform the Company within 24 hours from receipt of any


complaints of the investors and redress complaints of the investors on priority basis within 48 hours of receipt of the complaint during the subsistence of this Agreement and continue to do so during the period it is required to maintain records under the SEBI RTA Regulations and the Company shall extend necessary co-operation to the Registrar for it to comply with such regulations. The Registrar shall provide a status report of investor complaints on a fortnightly basis to the Company.

22 The Registrar and the Company agree that the fees and charges payable to the Registrar are for handling the Assignment and shall be as mutually decided.

23 **Term and Termination**

(i) This agreement shall be effective from September 10, 2020 (the “**Effective Date**”) and shall be valid until terminated as per the terms of this Agreement.

(ii) The Company shall be entitled to terminate this Agreement in the event the Registrar’s Certificate of Registration is suspended / cancelled or SEBI or any other regulatory, statutory, judicial and/or administrative authority debars the Registrar from carrying on its activities. In the event the Company in consultation with the Lead Manager, decides not to proceed with the Issue, this Agreement shall be terminated without any requirement or liability of the Company to make any payment to the Registrar.

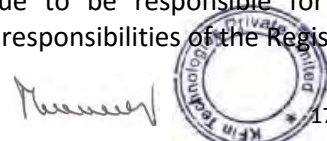
(iii) The Company may terminate this Agreement with or without cause, upon giving seven days’ notice to the Registrar of its intention to terminate the Agreement. Should the Agreement be terminated, the Registrar shall be entitled to only such expenses as are actually incurred until the date of such termination. However, the Registrar shall continue to be responsible for this Agreement until termination of this Agreement.

(iv) The parties may mutually terminate this Agreement, in consultation with the Lead Manager, upon giving 30 days’ notice to the other.

(v) The termination under this agreement shall be effective only when the new registrar is appointed for the Issue on the terms and conditions similar to the terms agreed upon herein and appropriate handover of data from the Registrar to the new registrar is carried out subject to fulfilling the requirements as may be prescribed by SEBI.

24 If ever this Agreement is terminated, then it shall be the duty of the Registrar to extend all such support as may be required by the Company, the Lead Manager or their newly appointed registrar to the said Issue towards taking over duties and responsibilities as the new registrar to the Issue. However, the Registrar shall continue to be responsible for the Assignment until the termination of this Agreement. Notwithstanding the termination of this Agreement, the Registrar shall be responsible to provide the R-WAP facility as may be requested by the Company in its sole discretion, upon a mutually agreed fee.

25 Should there be any major change in the Issue Opening Date from that indicated or in the event of complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious, sustained, political, economic or industrial disturbance or in any event caused by force-majeure, the Registrar shall have the option to withdraw from the Issue before the Issue Opening Date and/or re-negotiate this Agreement with the Company. However, the Registrar shall continue to be responsible for the assignment until the new registrar takes over the duties and responsibilities of the Registrar.

The block contains a handwritten signature in blue ink and a circular official stamp. The stamp is purple and contains the text 'SEBI' at the top, 'REGISTRAR' on the right, 'INDIA' at the bottom, and 'K. P. S. S. S.' on the left. The signature is written over the stamp.

Provided that, without prior consent of the Company, which shall be provided after consultation with the Lead Manager, the Registrar shall not withdraw from the Issue or renegotiate this Agreement due to pandemic and any consequent restrictions/ lockdown and any change in circumstances thereof.

26 The Registrar's responsibility under this Agreement will be restricted to the duties of the Registrar as agreed to herein and the Registrar will not be in any way construed to be an agent of the Company in any other business of the Company in any manner whatsoever.

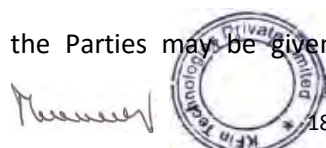
27 **Events of Indemnity and Limitation of Liability**

(i) The Registrar shall act with due diligence, care and skill, while discharging the assignment. However, the Registrar shall indemnify and hold harmless the Company and their affiliates, advisors, its successors and each of their respective directors, officers, employees and agents (collectively "**Indemnified Party**") at all times from and against all complaints in connection with R-WAP (including from investors or any regulatory authority), suits, claims, actions, litigation, losses, damages, penalties, cost, charges, expenses, notices, interest due to delay in refunding the amount and demands which may be made or commenced against the Company, Eligible Shareholders for the Equity Shares (including ASBA and R-WAP applicants), any holder of the securities issued or any third party as a consequence of any act or omission of or any failure, negligence, deficiency or error on the part of the Registrar or any of its officers, employees or agents in performing, fulfilling or providing any of its functions, duties, obligations and services hereunder. The Registrar shall further indemnify and refund all costs incurred by the Company, their affiliates and each of their respective directors, officers, employees and agents, in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement and in responding to queries relating to such services from SEBI and/or the Stock Exchanges and/or any other statutory or regulatory authority or a court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed solely by a party other than the Registrar, and where the Registrar has not acted negligently or committed an act of wilful misconduct.

(ii) The Registrar also undertakes to immediately, on the date of this Agreement, enter into a letter of indemnity ("**Letter of Indemnity**") in the format set out in **Schedule III** with the Lead Manager. The Registrar acknowledges and agrees that entering into this Agreement for performing its duties and responsibilities is sufficient consideration for issuing the Letter of Indemnity in favour of the Lead Manager.

28 In an event of default of any of the duties and responsibilities of the Registrar herein or any error in the services rendered by the Registrar, the Registrar shall ensure that the Registrar will take all measures at its own cost to rectify such defaults and the Registrar shall be directly responsible for any liability arising out of such error or failure to deliver the services contemplated in this Agreement. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then they shall within three working days upon being instructed by the Company; transfer all the documents in their possession including shares, to any other registrar/depository as instructed by the Company and/or SEBI.

29 Any notice communication or documents to be given to the Parties may be given by

A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text "REGISTRAR" at the top and "M F IN 2001" at the bottom, with a star in the center.



personal delivery, registered/speed post, email or by fax. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given if given by personal delivery when so delivered, if given by post on expiration of three days after it has been delivered to the post office for onward dispatch and if given by fax or email upon transmission thereof. Provided that, any notice etc., given by fax or email shall be confirmed in writing. All notices to the Parties shall be addressed as under:

**If to the Company:**

**Deepak Fertilisers and Petrochemicals Corporation Limited**

Sai Hira, Survey No. 93

Mundhwa, Pune-411 036

**Attention:** K. Subharaman, Company Secretary and Compliance Officer

**Telephone:** +91 20 6645 8000

**Email:** k.subharaman@dfpcl.com

**If to the Registrar:**

**KFin Technologies Private Limited**

Selenium Tower B, Plot 31-32

Financial District Nanakramguda, Serilingampally Mandal, Hyderabad 500 032

Telangana

India

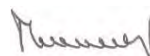

**Attention:** M Murali Krishna

**Tel:** +91 40 67162222

**Email:** einward.ris@karvy.com

A notice shall not be deemed to have been served if it is sent to an address different from the address specified above. Any change in the above shall be intimated by the Party concerned to the other Party and such change shall be effective from five business days thereafter or such later date as may be specified by the Party whose address/contact details are changed.

- 30 The Registrar and the Company agree that non-compliance of any of the covenants contained herein by either Party shall be reported to SEBI within seven days by the other Party and shall also be reported to the Lead Manager immediately.
- 31 The Registrar may have to provide certain information regarding the Eligible Shareholders as may be required under any legislation or regulation to certain statutory and regulatory authorities including, without limitation, income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement. The Registrar agrees that the Company will be informed of such requisition notice and the Registrar shall seek the Company's approval before sharing any information.
- 32 In the event of a breach by any Party, the defaulting Party shall have the right to cure such breach within a period of 10 days of receipt of written notice of such breach by the non-defaulting Party. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) any dispute or difference arises between the Parties hereto as regards the validity and the interpretation of this Agreement and which is not settled within 15 days through negotiations, then any Party may refer the dispute for resolution to an

arbitration tribunal consisting of three arbitrators (one to be appointed by the Company, one by the Registrar and the two arbitrators so appointed will jointly appoint the third arbitrator). All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996 as amended and shall be conducted in English. The Arbitration shall take place in Mumbai, India. Unless the arbitral tribunal directs otherwise, the unsuccessful Party(ies) shall pay all costs in relation to the arbitral proceedings, including legal costs incurred by the successful Party(ies). The arbitral award shall state the reasons on which it is based. The arbitral award shall be final and binding on the parties and shall be subject to enforcement in any court of competent jurisdiction.

- 33 This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws and rules and with subject to the sole and exclusive jurisdiction of the courts in Pune.
- 34 Neither Party shall be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other.
- 35 Unless terminated earlier in accordance with its terms, this Agreement shall be valid until the expiry of one year from the date of closing of the Issue, provided that clauses 27 (*Events of Indemnity and Limitation of Liability*), 28 (*Default by the Registrar*), 30 (*Reporting of non-compliance by any Party of any of the covenants to SEBI*), 31 (*Supply of information by the Registrar*), 32 (*Dispute Resolution*) and this clause 35 shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents, other information and data which are in the possession or custody of the Registrar shall be handed over to the Company.
- 36 If any provision(s) of this Agreement is held to be prohibited by or invalid under any Applicable Law or becomes inoperative as a result of a change in circumstances, such provision(s) shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement. The Registrar acknowledges and agrees that pandemic and any consequent restrictions/ lockdown shall not be construed change in circumstances.

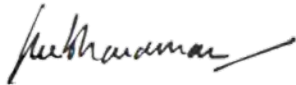
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*This signature page forms an integral part of the Registrar Agreement executed by and between Deepak Fertilisers and Petrochemicals Corporation Limited and KFin Technologies Private Limited.*

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement on the date mentioned above.

For and on behalf of **Deepak Fertilisers and Petrochemicals Corporation Limited**



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(Authorised Signatory)



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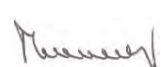

  


**M Murali Krishna**  
**General Manager**

  
 22 | 33

**SCHEDULE – I**

	<b>ACTIVITIES</b>	<b>RESPONSIBILITY</b>
<b>I.</b>	<b>PRE-ISSUE WORK:</b>	
1.	Design of the Application Form, bank schedule, pre-printed stationery.	Registrar/ Company in consultation with the Lead Manager
2.	Preparing and issuing detailed instructions on procedure to be followed by collecting and controlling branches (including SCSBs).	Registrar
3.	Arranging, dispatch of application schedule for listing of applications to collecting and controlling branches.	Registrar/ Company in consultation with the Lead Manager
4.	Placing of orders for and procuring pre-printed stationery.	Registrar
5.	Creation of Rights Entitlement (RE) ISIN	Company/ Registrar
6.	Crediting Rights Entitlement (RE) in the special ISIN created for the purpose and taking necessary steps for cancelling / extinguishment of the same at the appropriate time.	Registrar
7.	Credit/transfer of Rights Entitlements in demat account of physical shareholders who have provided demat account details	Registrar/Company
8.	Credit of Rights Entitlements of Eligible Shareholders holding shares in physical form to demat suspense escrow account and transfer of Rights Entitlement	Registrar/ Company
9.	Payment towards postage of blank Application Forms, covering letter and Letter of Offer, Abridged Letter of Offer and Rights Entitlements Letter.	Company
10.	Upload details with respect to shareholder entitlement on its website	Registrar
11.	Creation of Master List and Over Printing covering/intimation letters.	Registrar
12.	Obtaining the existing data on a magnetic media/other storage device for calculation of Rights Entitlement.	Registrar
13.	Upload Application Form on its website	Registrar
14.	Design and operationalisation of R-WAP in sync with Stock Exchanges bidding system	Registrar
15.	R-WAP has been enabled to support non-ASBA Applications, including complete linkage with payment gateway provider, depositories and banking systems	Registrar
16.	Co-ordinating with stock exchanges on finalising approach and file formats for sharing periodic bid files for Applications uploaded through R-WAP	Registrar
<b>II.</b>	<b>ISSUE WORK:</b>	
1.	Printing and Transmitting/dispatch of blank Application Forms/ Intimation Letter / Letter of Offer / Abridged Letter of Offer / Rights Entitlement Letter.	Registrar/Company



	ACTIVITIES	RESPONSIBILITY
2.	Acceptance and processing of Applications at R-WAP in compliance with applicable laws	Registrar
3.	Co-ordinating for modification of Application in accordance with applicable laws on T+1	Registrar
4.	Uploading of the requisite information on to the Stock Exchanges' system in respect of R-WAP process and Applications thereat, if and as required by the Stock Exchanges	Registrar
5.	Collection of payment amount in a separate escrow account opened with a scheduled commercial bank registered with SEBI as a banker to the Issue, pursuant to R-WAP process.	Registrar
6.	Resolution of difficulties faced by investors and investor complaints on priority basis in Application process.	Registrar
7.	For R-WAP, verify that Application is made through investors' own bank account, through the latest beneficial position data of our Company containing Investor's bank account details, beneficiary account details provided to the depository, penny drop, fuzzy cheque process, cancelled cheque after offline background check and such other industry accepted and tested methods for online payment.	Registrar
8.	Credit of Rights Entitlements to demat suspense escrow account in respect of shareholders holding Equity Share in physical mode whose demat details have not been received and coordinate to transfer from demat suspense escrow account to such shareholders' demat account after receipt of details of their demat account	Registrar
9.	Obtain details of holders of REs as on issue closing date, from the depositories	Registrar
10.	Collection of final certificate and schedule pages from controlling branches of SCSB.	Registrar
11.	Uploading the Letter of Offer, Abridged Letter of Offer, Rights Entitlements Letter and Application Form on its website.	Registrar
12.	Expediting dispatch of final certificate from the controlling branches of Bankers to the Issue / SCSBs.	Registrar
13.	Informing Stock Exchanges and providing necessary certificates to the Lead Manager on closure of Issue.	Registrar
14.	Numbering of Applications and bank schedules and batching them for control purposes.	Registrar
15.	Transcribing information from documents to magnetic media for computer processing.	Registrar
16.	Reconciliation of number of Applications, securities applied and money received as per final certificate received / SCSBs with RE records available in the special ISIN with respective details and such	Registrar

*M. S. Srinivasan*



	ACTIVITIES	RESPONSIBILITY
	reconciliation with bid files.	
17.	Identify and reject Applications of technical faults/rejections and duplicate Applications with reference to applicable statutory / regulatory / contractual requirements.	Registrar
18.	Preparing statement for deciding Basis of Allotment by the Company in consultation with the Designated Stock Exchange and the Lead Manager.	Registrar
19.	Finalising Minutes of the Meeting/Basis of Allotment for approval by the Designated Stock Exchange.	Registrar/ Company in consultation with the Lead Manager
20.	Seeking extension of time from SEBI if Allotment cannot be made within stipulated time.	Company through the Lead Manager
21.	Allotment of Equity Shares on the formula devised by Stock Exchanges.	Registrar
22.	Obtaining certificate from auditors/independent company secretary that the Allotment has been made as per the Basis of Allotment.	Company
23.	Upload of Right Equity Shares into Depository system of shareholders, holding/opting for dematerialised mode/ corporate actions with NSDL and CDSL.	Registrar
24.	Preparing list of Allottees and non-Allottees as per the Basis of Allotment approved by the Designated Stock Exchange.	Registrar
25.	Preparation of Allotment register cum return statement, register of members, index register.	Registrar
26.	Printing / overprinting covering letters for refunding Application Money, printing/ overprinting of Allotment letter/Refund intimations, if required.	Registrar
27.	Printing postal journal for allotment letters and refund intimations by registered/speed post, if required.	Registrar
28.	Preparation of distribution schedule / shareholding pattern for submission to Stock Exchanges.	Registrar
29.	Preparing register of members.	Registrar
30.	Mailing of Issue specific documents by registered/speed post.	Registrar
31.	Binding of Application Forms, application schedule and computer outputs as applicable.	Registrar
32.	Payment of consolidated stamp duty on Allotment letters or procuring and affixing stamp of appropriate value.	Company
33.	Issue of duplicate refund intimation.	Registrar
34.	Revalidation of refund orders/intimations.	Registrar / Company
35.	Handling investor grievances received through phone, email, fax, letter or any other mode and ensuring settlement of all investor complaints.	Registrar on priority basis / Company
36.	Provision of dispatch confirmation certificate to the Company/ Lead Manager.	Registrar
37.	Preparing and publishing post-Issue advertisements	Registrar/Company/Lead

*M. S. Srinivasan*



	ACTIVITIES	RESPONSIBILITY
	giving such details within as required under Applicable Laws and within 10 days of completion of activities specified under Regulation 92 of the SEBI ICDR Regulation and other Applicable Laws	Manager
38.	Providing initial and final post-Issue reports	Registrar
39.	Providing all relevant reports for listing, trading of equity shares within the timelines mentioned in the Issue Documents, in consultation with the Company and the Lead Manager.	Registrar
40.	Finalising various post-Issue monitoring reports, along with relevant certificates/documents, in consultation with the Lead Manager and the Company, for submission to SEBI within the stipulated time.	Registrar
41.	Issue of certificates and providing required details, for submission to SEBI/Stock Exchanges/auditors in relation to release of security deposit of the Company.	Registrar
42.	Preparation of return of allotment to be filed with the RoC and any other regulatory authority.	Registrar
43.	Credit/ transfer of Equity Shares from demat escrow account to the demat account of the Eligible Shareholders, where details of demat account of such shareholders holding shares in physical form have been received.	Registrar/ Company




SCHEDULE - II

Certificate of Registration of the Registrar

*M. Anand*



निर्गम रजिस्ट्रार और  
शेयर अंतरण अभिकर्ता

प्रारूप ख  
FORM B

REGISTRARS TO AN ISSUE  
AND  
SHARE TRANSFER AGENTS

भारतीय प्रतिभूति और विनियम बोर्ड

# SECURITIES AND EXCHANGE BOARD OF INDIA

[निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता] विनियम, 1993

(Registrars to an issue and Share transfer agents) Regulations, 1993

(विनियम 8)

(Regulation 8)

001497

## रजिस्ट्रीकरण का प्रमाणपत्र CERTIFICATE OF REGISTRATION

- I. बोर्ड, भारतीय प्रतिभूति और विनियम अधिनियम, 1992 के अधीन बनाये गए नियमों और विनियमों के साथ पठित उस अधिनियम की धारा 12 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए प्रवर्ग-I में निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता/प्रवर्ग-II में निर्गम-रजिस्ट्रार\*/शेयर\* अंतरण अभिकर्ता के रूप में
- I. In exercise of the powers conferred by sub-section (1) of section 12 of the Securities and Exchange Board of India Act, 1992 read with the rules and regulations made thereunder, the Board hereby grants a certificate of registration to

**KFIN TECHNOLOGIES PRIVATE LIMITED (formerly known as  
KARVY FINTECH PRIVATE LIMITED)  
FINANCIAL DISTRICT, NANAKRAMGUDA  
SERILINGAMPALLY, TELANGANA  
HYDERABAD-500032**

को नियमों की शर्तों के अधीन रहते हुए और विनियमों के अनुसार क्रियाकलाप करते के लिए, जैसे उसमें विनिर्दिष्ट है, इसके द्वारा रजिस्ट्रीकरण का प्रमाणपत्र देता है।

as registrars to an issue and share transfer agent in Category I\*/registrar to an issue\*/share transfer agent\* in Category II, subject to the conditions in the rules and in accordance with the regulations to carry out the activities as specified therein.

II. निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता का रजिस्ट्रीकरण कोड है।

II. Registration Code for the registrar to an issue and share transfer agent is **INR000000221**

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

III. जब तक नवीकृत न किया जाए रजिस्ट्रीकरण प्रमाणपत्र तक विधिमान्य है।

III. Unless renewed, the certificate of registration is valid from



आदेश से  
भारतीय प्रतिभूति और विनियम बोर्ड  
के लिए और उसकी ओर से

By order

For and on behalf of

**Securities and Exchange Board of India**

*ANUPMA CHADHA*

**ANUPMA CHADHA**

प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory

स्थान Place

**Mumbai**

तारीख Date

**December 24, 2019**

\*जो लागू न हो उसे काट दें। \*Delete whichever is not applicable



SRI T. ASHOK GOUD  
S.V.L.NO.15-22-824/2000  
R.L.NO. 15-22-615/2017  
H.NO.2-31/6/A  
TARA NAGAR, SERILINGAMPALLY  
RANGA REDDY DISTRICT  
72 SCHEDULE - III  
LICENSE NO. 39/2012



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INDIA  
TELANGANA

LETTER OF INDEMNITY

Date: September 10, 2020

To,

BOB Capital Markets Limited  
1704, B Wing, 17th Floor,  
Parinee Crescenzo, Bandra Kurla Complex,  
Plot No. C38/39, G Block,  
Mumbai 400 051

(hereinafter referred to as the "Lead Manager")

Dear Sirs,

Re: Letter of Indemnity by KFin Technologies Private Limited ("Letter of Indemnity") pursuant to the agreement dated September 10, 2020 entered into with the Company ("Registrar Agreement").

The Company is proposing a rights issue of its Equity Shares of face value of ₹ 10, for an amount of up to ₹ 180.00 crores, in compliance with the applicable provisions of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("SEBI Regulations") along with the relevant circulars, guidelines and regulations issued by Securities and Exchange Board of India ("SEBI") and other applicable statutory and/or regulatory requirements (the "Issue"). The Equity Shares are proposed to be offered in the Issue to each eligible shareholder of the Company that is a shareholder as of the record date to be determined by the Company in consultation with the Lead Manager (the "Record Date" and such holders of Equity Shares, "Eligible Shareholders"); and/or to persons, if any, in whose favour such Eligible Shareholders may renounce their right to receive Equity Shares in the Issue ("Rights Entitlement").

The Registrar has been appointed as the Registrar to the Issue, by the Company, after consultation with the Lead Manager in accordance with the terms of the Registrar Agreement. The Registrar confirms that it has read and fully understands the SEBI Regulations, the Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993, as amended, and all the relevant circulars, guidelines and regulations issued by SEBI (including in relation to Application Supported by Blocked Amount ("ASBA") and in relation to the rights issue process and relaxations issued thereunder) in so far as the same is applicable to its scope of work undertaken pursuant to the Registrar Agreement and is fully aware of its obligations and the consequences of any default on its part. The Registrar acknowledges that the Lead Manager may be exposed to liabilities, damages and/or losses if the Registrar fails to comply with any of its obligations under the Registrar Agreement and any other legal requirement applicable in relation to the Issue. The Registrar confirms the COVID-19 pandemic has not resulted in any material adverse effect on the Registrar, and it will duly perform its obligation under the Registrar Agreement or this Indemnity Letter.

The Registrar undertakes to the Lead Manager that it shall act with due diligence, care and skill and within the timelines prescribed while discharging its obligations under the Registrar Agreement. The Registrar further represents, warrants and undertakes to the Lead Manager to (a) cooperate and comply with any instructions the Lead Manager may provide in respect of the Issue, (b) ensure com-



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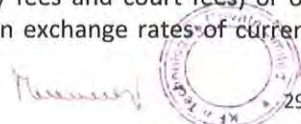
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pliance with all Applicable Laws including the provisions of (i) the SEBI circular no. SEBI/CFD/DIL/31/2008/30/7 dated July 30, 2008, (ii) the SEBI circular no. CIR/CFD/DIL/3/2010 dated April 22, 2010, (iii) the SEBI circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011, (iv) the SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012, (v) the SEBI circular no. CIR/CFD/DIL/4/2013 dated January 23, 2013, (vi) the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/13 dated January 22, 2020, (vii) the SEBI circular SEBI/HO/CFD/CIR/CFD/DIL/67/2020 dated April 21, 2020, (viii) the SEBI Relaxation Circular and various other circulars issued by SEBI from time to time, and (b) the SEBI Regulations (including any amendments that may be notified), and (c) comply with the terms and conditions of the Registrar Agreement and this Letter of Indemnity.

Further, pursuant to the provisions of the Registrar Agreement and in consideration of its appointment as the 'Registrar to the Issue' and as the provider of the R-WAP facility in accordance with the SEBI Relaxation Circular, the Registrar has undertaken to execute and deliver this Letter of Indemnity to the Lead Manager to indemnify the Lead Manager's Indemnified Parties (as defined below), at all times from and against any and all losses, liabilities, demands, claims, suits, actions, damages, awards, judgements, costs, penalties, interests and expenses, including attorney's fees and court costs or other professional fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs, and court costs etc arising out of (i) a breach or alleged breach of the Registrar's obligations, or error or failure to deliver or perform its obligations in accordance with the Agreement and this Letter of Indemnity breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court, regulatory, statutory, judicial, quasi-judicial, and/or administrative authority, or any of the terms and conditions set out in the Registrar Agreement, or any delay, failure, gross negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar's duties, obligations and responsibilities or to deliver or perform the services contemplated under the Registrar Agreement, Applicable Law and/or this Letter of Indemnity. The Registrar agrees that its obligations (excluding any limitations thereto) under the Agreement are incorporated in this Letter of Indemnity *mutatis mutandis*. Furthermore, the Company entering into the Agreement with the Registrar is sufficient consideration for the Registrar to issue this Letter of Indemnity in favour of the Lead Manager.

Accordingly, the Registrar hereby irrevocably undertakes and agrees, to the Lead Manager that in case of failure, negligence, delay, omission, deficiency, error in compliance or breach or alleged breach of any provision of law, regulation or order of any court or regulatory, statutory, judicial and/or administrative authority or any of the representations, warranties and undertakings, terms and conditions mentioned in the Registrar Agreement and/or this Letter of Indemnity by the Registrar or its representatives or fraud, misconduct, willful default, gross negligence or bad faith, if any, in performing its duties, obligations and responsibilities or any of the terms and conditions mentioned in the Registrar Agreement and/or this Letter of Indemnity and/or if any information provided by the Registrar and/or its partners, representatives, officers, directors, employees, agents or other persons acting on its behalf to the Lead Manager is untrue, incomplete or incorrect in any respect, and/or infringement of any intellectual property rights of any third party or anything done or omitted to be done through the negligence, default or misconduct by the Registrar and/or its partners, representatives, officers, directors, employees, agents or other persons acting on its behalf, it shall at its own cost and expense shall absolutely, irrevocably and unconditionally fully indemnify, defend and hold harmless the Lead Manager, its Affiliates and each of its directors, management, representatives, officers, employees, advisors, permitted assigns, successors and agents, any other person acting on its behalf, and each other person, if controlling the Lead Manager or its Affiliates (collectively, "**the Lead Manager's Indemnified Parties**") at all times from and against all losses, penalties, liabilities, awards, interest, judgments, costs, suits, claims, actions, demands, charges and expenses including without limitation, legal fees (including attorney fees and court fees) or other professional fees, losses arising from the difference or fluctuation in exchange rates of currencies





and investigation costs, and court costs etc. which may be made, incurred or commenced against any of the Lead Manager's Indemnified Parties. The Registrar shall further indemnify and refund all costs incurred by each of the the Lead Manager's Indemnified Parties, in investigating, preparing or defending any investigative, administrative, judicial or regulatory action or proceeding in any jurisdiction related to or arising out of the Registrar's activities, services, or role in the connection with the Issue, whether or not in connection with pending or threatened litigation to which any of the Lead Manager's Indemnified Parties is a party and in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under the Registrar Agreement and this Letter of Indemnity and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory, judicial, administrative and/or regulatory authority or a court of law.

This Letter of Indemnity shall be effective from the date of execution of the Registrar Agreement. Further, this Letter of Indemnity shall survive the expiry / termination of the Registrar Agreement. The provisions of this Letter of Indemnity are not affected by any other terms (including any limitations) set out in the Registrar Agreement and shall be in addition to any other rights that the Lead Manager's Indemnified Parties may have at common law or otherwise. This Letter of Indemnity will continue to be in force notwithstanding any force majeure event or due to pandemic and any consequent restrictions/ lockdown and any change in circumstances.

This Letter of Indemnity may be amended or altered only with the prior written approval of the Lead Manager. This Letter of Indemnity may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

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

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

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

All capitalized terms not defined herein, unless specifically defined in the Agreement or required by the context in which they are referred to, shall have a meaning ascribed to such terms in the Letter of Offer, proposed to be filed by the Company, in connection with the Issue.

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

*In case of the Registrar, to:*



**KFin Technologies Private Limited**

Selenium Tower B, Plot 31-32  
Gachibowli, Financial District  
Nanakramguda, Hyderabad 500 032  
Telangana

**Attention:** M Murali Krishna

**Tel:** +91 40 67162222

**Email:** einward.ris@karvy.com

*In case of the Lead Manager, to:*

**BOB Capital Markets Limited**

1704, B Wing, 17th Floor,  
Parinee Crescenzo, Bandra Kurla Complex,  
Plot No. C38/39, G Block,  
Mumbai 400 051

**Attention:** Avdhoot Deshpande

**Tel:** +91 (22) 6138 9300

**Email:** dfpcl.rights@bobcaps.in



*This signature page forms an integral part of the Letter of Indemnity provided by KFin Technologies Private Limited to BOB Capital Markets Limited pursuant to the Registrar Agreement entered into between Deepak Fertilisers and Petrochemicals Corporation Limited and KFin Technologies Private Limited.*

**IN WITNESS WHEREOF**, the Parties have entered into this Letter of Indemnity on the date mentioned above.

For and on behalf of **KFin Technologies Private Limited**


**M Murali Krishna**  
General Manager






*This signature page forms an integral part of the Letter of Indemnity provided by KFin Technologies Private Limited to BOB Capital Markets Limited pursuant to the Registrar Agreement entered into between Deepak Fertilisers and Petrochemicals Corporation Limited and KFin Technologies Private Limited.*

**IN WITNESS WHEREOF**, the Parties have entered into this Letter of Indemnity on the date mentioned above.

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

\_\_\_\_\_  
(Authorised Signatory)

