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DATED JUNE 22, 2020



ADDENDUM TO REGISTRAR AGREEMENT

AMONGST

ARVIND FASHIONS LIMITED

AND

LINK INTIME INDIA PRIVATE LIMITED

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ADDENDUM TO REGISTRAR AGREEMENT

This Addendum to Registrar Agreement (this "Addendum") made on this 22 day of June 2020 at Bengaluru, amongst:

**Arvind Fashions Limited**, a company incorporated under the provisions of the Companies Act, 2013, and having its registered office at Main Building, Arvind Limited Premises, Naroda Road, Ahmedabad - 380 025, Gujarat, India and corporate office at 08th Floor, Du Parc Trinity, 17, M. G. Road, Bengaluru - 560 001, Karnataka, India. (herein after referred to as the "Issuer" or the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

**Link Intime India Private Limited**, a private limited company incorporated under the Companies Act, 1946, and having its registered office at C-101, 247 Park, L.B.S. Marg, Vikhroll (West), Mumbai - 400 083 (hereinafter referred to as the "Registrar" or "Registrar to the Issue", which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **SECOND PART**.

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

**WHEREAS:**

- A. Pursuant to Registrar Agreement dated December 6, 2019 ("Registrar Agreement") entered amongst the Parties, wherein the Parties had stipulated the term and conditions with respect to the issue equity shares of face value of ₹ 4 each of the Company to its existing shareholders on a rights basis for an aggregate amount not exceeding ₹300 crores, in accordance with the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements), Regulations, 2018, as amended, and other applicable statutory and/or regulatory requirements.
- B. The Board of Directors of the Company ("Board") vide a resolution passed at its meeting held on June 21, 2020 has decided to increase the issue size and to raise funds for an aggregate amount up to ₹ 399.79 crores, including premium, if any, as may be determined by the Board or the Rights Issue Committee constituted in this regard, pursuant to the relaxation granted vide SEBI circular SEBI/HO/CFD/DIL1/CIR/P/2020/66 dated April 21, 2020 in Schedule XVI (1)(f)(i) of SEBI ICDR Regulations that the issuer company shall be permitted to increase or decrease the fresh issue size up to 50% of the estimated issue size without requiring to file fresh draft offer document with the SEBI subject to fulfillment of certain conditions.
- C. Accordingly, the Parties hereto desire to now make certain amendments to the Registrar Agreement and which are set out hereunder:

**NOW THEREFORE, IN VIEW OF THE FOREGOING AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:**

**1. Definition and Interpretation**

Subject to and as otherwise provided in this Addendum and unless there is anything in the subject or context inconsistent therewith, all words and expressions defined or construed under Definition Clause of the Registrar Agreement shall have the same meanings or construction in this Addendum.

**2. Amendments to the Registrar Agreement**

The following amendments to the Registrar Agreement shall take effect as of the date of this Addendum.



2.1. The Recital Clause A of the Registrar Agreement shall be amended and read as under:

"A. The Issuer is proposing to issue equity shares of face value of ₹ 4 each ("Equity Shares") to its existing shareholders on a rights basis for an aggregate amount up to ₹ 399.79 crores (including premium) as determined by the board of directors of the Company ("Board of Directors") including any committee thereof, in accordance with the Companies Act (as defined hereinafter), the Securities and Exchange Board of India (Issue of Capital Disclosure Requirements) Regulations, 2018, as amended (the "SEBI Regulations"), and other applicable statutory and/ or regulatory requirements (hereinafter referred to as the "Issue")."

2.2. The Recital Clause B of the Registrar Agreement shall be amended and read as under:

"B. The Board of Directors have, vide resolutions passed at its meeting held on October 23, 2019 and June 21, 2020, authorized the Issue to raise funds for an aggregate amount up to ₹ 399.79 crores, including premium, if any, as may be determined by the Board of Directors or the Rights Issue Committee constituted in this regard."

2.3. The Recital Clause F of the Registrar Agreement shall be amended and read as under:

"F. In terms of Regulation 69(7) of the SEBI Regulations, the Issuer is required to appoint a registrar who 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, the Company may along with 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 said SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2020/78 dated May 6, 2020, as per the terms and conditions set forth in this Agreement (the activities pertaining to it acting as Registrar to the Issue and providing services of R-WAP facility are hereunder referred to as the "Assignment" and the Registrar accepted the same."

2.4. The Recital Clause G of the Registrar Agreement shall be deleted in entirety and accordingly, the clauses thereafter shall be renumbered.

2.5. The definition of "Assignment" shall be read and replaced as follows under Clause 1.1 of the Registrar Agreement which read as under:

"Assignment" shall have the meaning ascribed to it in Recital G of this Agreement"

2.6. The definition of CAF shall be read and replaced as follows under Clause 1.1 of the Registrar Agreement which read as under:

"Common Application Form" or "CAF" shall mean a form used by an Investor to make an application for the Allotment of Equity Shares in the Issue."

2.7. The definition of SAF(s) shall be deleted in entirety and accordingly, the clauses thereafter shall be renumbered.

2.8. The Clause 1 of the Registrar Agreement shall be amended and read as under:

"1. The Issuer hereby appoints Link Intime India 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."

2.9. New sub clauses (g) and (h) to Clause 4 shall be inserted after sub clause (f) to Clause 4 of the Registrar



Agreement, which shall be read as under and accordingly, the clauses thereafter shall be renumbered:

"(g) R-WAP facility is, and will 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-operationalization 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. However, the Registrar shall not be liable for any indirect or consequential loss caused due to system error or network related issues or terms & conditions in this regard as prescribed by the payment gateway service provider etc. where the Registrar has made all commercially reasonable efforts and has not acted negligently or committed an act of wilful misconduct.

"(h) R-WAP will have, adequate connectivity as mutually discussed and linkages with payment gateway provider to enable investors to make payment using internet banking or UPI in the Issue."

- 2.10. The renumbered sub clause (q) to Clause 4 which was earlier sub clause (o) to Clause 4 of the Registrar Agreement shall be amended and read as under:

"(q) It shall ensure that demographic details provided by the Eligible Equity Shareholders or other investors in the Applications Forms (including any CAFs and SAFs) shall not be used by it for any purpose other than in relation to the Issue."

- 2.11. The Clause 6 of the Registrar Agreement shall be amended and read as under:

"6. The Issuer 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 hereto. 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 Issuer and the Registrar, in consultation with the Lead Manager, may include further activities as 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, CAF and including any respective supplements, corrigenda or amendments SAF, including any respective supplements, corrigenda or amendments (collectively, the "Issue Documents")."

- 2.12. The Clause 8 of the Registrar Agreement shall be deleted in entirety and the following clause shall be substituted in place thereof:

"8. Without prejudice to the above, the Registrar's Assignment shall inter alia include the following activities:

(a) Providing inputs for finalizing the Escrow Collection Bank(s) and assisting the Lead Manager on finalization of collection centres of the Escrow Collection Bank(s);

(b) Calculation of the Rights Entitlements and fractional entitlement for each Eligible Equity Shareholder in respect of the Equity Shares, as on the Record Date;

(c) Co-ordinating with NSDL and CDSL for various Issue related activities, as may be required;

(d) Providing the complete list of the shareholders of the Issuer as on the Record Date to the Issuer and Lead Manager within one calendar day of the Record Date and preparing the final list of Eligible Equity Shareholders with complete details, including but not limited to:

(i) Client ID;



- (ii) DP ID;
- (iii) folio number (in case of Equity Shares held in physical form);
- (iv) name of the shareholder (including joint holding, if any);
- (v) category of the shareholder (individual/ corporate/ FPI/ NRI etc);
- (vi) shareholding as on the Record Date;
- (vii) rights entitlement;
  
- (viii) address of the shareholder; and
- (ix) bank details of the shareholder registered with the DP.

All details contained in (i) to (ix) 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 Issuer and the Lead Manager with all details specified in (i) to (ix) above separately within two (2) calendar days of the Record Date.

(e) Assisting the Company in obtaining a separate ISIN for the Rights Entitlement, crediting the Rights Entitlement to the demat accounts of the Eligible Shareholders (with respect to the Equity Shares held by such Eligible Shareholder in dematerialized 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 SEBI (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;

(f) 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 the Eligible Equity Shareholders holding Equity Shares in physical form as on Record Date where details of demat accounts are not provided by the 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;

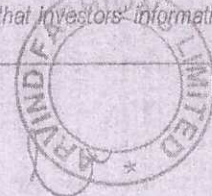
(g) Making best efforts in procuring demat account details of shareholders holding Equity Shares as on the Record Date such that these details are available not later than 2 working days prior to the Issue Closing Date, including in the manner required under the SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2020/76 dated May 6, 2020.

(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 Rights 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 Managers immediately after completing the corporate action for the same and not later than 3 working days prior to the Issue Opening Date;

(k) The details with respect to the Rights Entitlement 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



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 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;

(m) Coordinating with the Depositories to suspend the ISIN of Rights Entitlement for transfers, from the Issue Closing Date;

(n) The Registrar shall ensure that the Rights Entitlement against which Applications are not received, shall be lapsed after closure of the Issue;

(o) Ensuring that once the 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 electronically of the same to Eligible Shareholders;

(r) Determining the shareholders who have valid email addresses to whom issue materials can be sent and the list of shareholders to whom dispatch of issue materials needs to be sent through email, and the list of shareholders to whom dispatch of issue materials needs to be sent through ordinary post as communicated by the Company and as required under SEBI Circular SEBI/HO/CFD/DIL2/CIR/P/2020/78 dated May 6, 2020 and Applicable Laws;

(s) Reviewing and commenting on the contents of the CAFs, Entitlement Letter, envelopes, Letters of Offer and Abridged Letters of Offer, as applicable and shall send Application Form, 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 the Rights Equity Shares is permitted under laws of such jurisdictions and in each case who make a request in this regard and submitting a dispatch completion certificate immediately upon completion of dispatch (and in no event later than three (3) days prior to the Issue Opening Date) in the format acceptable to the Lead Manager;

(t) Providing the Issuer and the Lead Manager with the pre-Issue, Issue and post-Issue shareholding of the Issuer in accordance with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015;

(u) Providing detailed instructions to the Escrow Collection Bank(s) and the SCSBs (including the format and timeline of receipt of information in relation to the Issue) at least three (3) Business Days before the Issue Opening Date;

(v) Keeping a proper record of Applications and Application Money received from Eligible Shareholders and Renounees and paid to the Banker(s) to the Issue and through R-WAP;

(w) Providing the split between Eligible Equity Shareholders and Renounees for shares applied for as entitlement and additional shares applied for after Issue closure in the following format:

Category	Shares applied for
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	<i>Entitlement</i>	<i>Additional</i>
<i>Equity Shareholders</i>		
<i>Renouncees</i>		

- (x) Providing daily collection figures in Rupees and the number of Equity Shares applied for;
- (y) Providing correct data and all required schedules no later than five (5) calendar days from the Issue Closing Date to the Issuer and the Lead Manager to enable the Issuer to determine and finalize the Basis of Allotment after proper rejections of invalid or incorrect applications, in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment;
- (z) Ensuring that the Basis of Allotment is in accordance with the SEBI Regulations, guidelines, circulars and notifications and other applicable law and as specified in the Issue Documents;
- (aa) Post communication of the Basis of Allotment by the Issuer, preparing the list of Allottees entitled to allocation of Equity Shares and preparing the Intimation cum Refund Advise, in consultation with the Issuer and the Lead Manager;
- (bb) Ensuring that correct credit to respective demat accounts (for all applicants including ASBA Applicants) 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, is made in a timely manner, as specified in the Issue Documents and as required under applicable legislations, rules, regulations and guidelines issued by SEBI and receiving the confirmation of credit of the Equity Shares to the demat accounts of the successful 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 Issuer, the Allotment details with the Designated Stock Exchange and confirm all formalities are completed;
- (cc) Obtaining details of holders of Rights Entitlements as on Issue Closing Date, from the Depositories;
- (dd) 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 securities offered through the Issue;
- (ee) 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;
- (ff) Replying to queries from applicants on the CAF and on the method of application, provided that any written advice from the Registrar to the applicants shall be with the prior written intimation to the Issuer and the Lead Manager;
- (gg) Providing all relevant statements/ reports and 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 timelines mentioned in the Letter of Offer for the Issue, in consultation with the Company and the Lead Manager;
- (hh) Ensuring that Allotment made is correct, and timely uploading of the correct file in the depository system;
- (ii) Providing / specifying the format to the SCSBs in which information in relation to ASBA is required;





- (jj) Dispatching letter of allotment/refund orders/intimation of credit/of duplicate refund orders (after obtaining suitable indemnity bond from the concerned applicants) / allotment advice within the period and in such manner as specified in the SEBI Regulations, other applicable law, rule, regulation or circular and the Letter of Offer;
- (kk) Uploading data for allottees;
- (ll) Credit of Equity Shares to the Allottee's demat accounts within the time frame indicated in the Letter of Offer subject to certain cases kept in abeyance in consultation with the Issuer/ Lead Manager;
- (mm) Issuing refund instructions with respect to the R-WAP process, as necessary;
- (nn) Revalidation of refund orders;
- (oo) Reconciliation of refund orders;
- (pp) Processing the rejected cases as per the procedure finalized with the Issuer or as mentioned in the Issue Documents.;
- (qq) Intimating the SCSBs and the Escrow Collection Bank(s), before opening of the Issue, the Issue Opening Date and the Issue Closing Date;
- (rr) Co-ordinating with SCSBs for submission of final certificates, after taking into account of rectifications, if any;
- (ss) \* Reviewing the 'Terms of the Issue' section and other procedural disclosures in the Issue Documents;
- (tt) Co-ordinating with the concerned depository and ensuring that the number of Equity Shares Allotted to each category of applicants is correct in all respects;
- (uu) Carrying out due procedures in relation to processing of multiple applications as provided in the Issue Documents;
- (vv) Coordinating with the concerned Depository and ensuring that the number of Rights Entitlements / Rights 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 or RE ISIN, if required at the appropriate;
- (ww) Maintaining 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;
- (xx) Maintaining a complaints register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner in which disposed off. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly;
- (yy) Handling post-dispatch correspondence till either release of security deposit to be placed by the Issuer with the Stock Exchange or handing over of electronic and physical records by the Registrar to the Issuer and the Lead Manager, whichever is later, and maintaining records of correspondence in respect of investor complaints, grievances or queries. Thereafter, necessary support to be provided to the Issuer and the Lead Manager to redress complaints or file replies with the statutory authorities as well as ensuring that all complaints related to the Issue reflected as pending by SEBI in their quarterly pending lists are closed;



(zz) Providing all reports required by the Stock Exchanges, Income tax authorities or any statutory or regulatory authorities at any point of time;

(aaa) Coordinating with the Company to transfer (a) the Rights Entitlements from suspense accounts to shareholders' accounts; and (b) post Allotment, the Rights Equity Shares from demat escrow account to the demat account of the Eligible Shareholders, where details of the 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;

(bbb) In connection with the Issue, the Registrar shall maintain such other records as may be specified by SEBI, the issuer and/ or the Lead Manager for carrying on the activities as Registrar to the Issue, including without limitation:

(i) all the details of applicants rejected and reasons thereof and details of the rejected/withdrawn or unsuccessful application forms (including ASBA forms);

(ii) particulars relating to rejected/withdrawn/unsuccessful applications including ASBAs;

(iii) Basis of Allotment of Equity Shares to the successful applicants including the ASBA Investors as finalized by the Issuer in consultation with the Designated Stock Exchange and the Lead Manager, along with relevant annexures and details;

(iv) terms and conditions of the issue of Equity Shares;

(v) details of allotment of Equity Shares;

(vi) list of names of successful and unsuccessful applicants, including successful ASBA applicants and unsuccessful ASBA applicants;

(vii) particulars relating to monies to be transferred to the Issuer's account and refunds to be made to the applicants;

(viii) particulars relating to the monies to be transferred to the Issuer's account from the respective ASBA banker's accounts;

(ix) details of multiple applications rejected by the Registrar;

(x) refund orders, allotment advice, letters of allotment etc. dispatched to applicants in respect of application monies received from them in response to the Issue, revalidation and issue of duplicate refund orders;

(xi) reconciliation between funds deposited in the Escrow Collection Bank(s) or any of their correspondent banks and total of amounts stated in application forms received in the Issue; and

(xii) details of files in case of refunds to be sent by electronic mode, such as NACH / NEFT / RTGS etc.

(ccc) Depositing with the Escrow Collection Bank(s), the applications received directly at the Registrar's office between the Issue Opening Date and the Issue Closing Date, provided that the last of such applications shall be submitted with the Escrow Collection Bank(s) by 12 noon on the day immediately following the Issue Closing Date or any other time as may be mutually agreed between the Parties and the Lead Manager;

(ddd) Processing the electronic application details received from the Stock Exchanges for the



applications received from the Escrow Collection Bank(s) and bank schedules received from the Escrow Collection Bank(s) for the purpose of validation and confirmation of the applications in respect of the Issue;

(eee) Entering accurate data for physical CAFs received from the Escrow Collection Bank(s) and applications on plain paper and accurately identifying and excluding any and all multiple applications, including ASBA;

(fff) Matching the DP ID, Client ID, and PAN, specified in the reconciled electronic data with the depository's database;

(ggg) Reconciling the compiled electronic data collected from the Stock Exchanges and the data collected from the SCSBs as well as the Escrow Collection Bank(s) in terms of Clause 8(II) of this Agreement with the bank schedules provided by the Escrow Collection Bank(s).

(hhh) Rejecting the applications (including ASBAs) 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;

(iii) Drawing up a list of all technical rejection cases (including rejection for applications made through ASBA mode) in accordance with the Terms of the Issue section enumerated in the Letter of Offer and keeping the same ready for verification by the Issuer / Lead Manager no later than five (5) calendar days from the Issue Closing Date or other timeline which may be decided by the Lead Manager;

(jjj) Delivery of application file received from the Stock Exchanges containing the application numbers and amounts to all the Bankers to the Issue who shall use the same for validation at their end;

(kkk) Keeping a proper record of monies received from applicants and paid to the escrow account(s) maintained with the Escrow Collection Bank(s), as provided in the bank schedule, and reporting to the Issuer and the Lead Manager, the amount of application forms collected, monies received from the applicants and the amount deposited in the escrow account(s) opened for the purposes of the Issue as may be agreed between the Issuer, the Lead Manager, and the Registrar, on a daily basis at the end of each day during the Issue period to the Company and the Lead Manager;

(lll) Providing a confirmation to the Issuer and the Lead Manager of the amounts to be transferred to the refund account from the escrow accounts or to be unblocked from the ASBA accounts;

(mmm) Providing all necessary schedules, workings and / or certificates required for the Issuer:

(i) to make an application to the Stock Exchanges to seek in-principle approval;

(ii) to make an application to CDSL / NSDL for credit of Equity Shares to be issued in the ISIN; and

(iii) to make an application for final listing and trading approval to the Stock Exchanges.

(nnn) Keeping accurately, at all times, as required under applicable law, the physical and electronic records relating to all applications received in relation to the Issue, including:

(i) ASBAs furnished by SCSBs;

(ii) particulars relating to the allocation and Allotment of Equity Shares against valid applications;

(iii) particulars relating to the requisite money to be transferred to the separate bank account maintained by the Issuer in a scheduled bank in terms of the Letter of Offer, the SEBI Regulations and the Companies Act; and



(iv) particulars relating to rejected and withdrawn ASBAs.

(ooo) 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 issuer in a schedule bank as per SEBI Regulations within the timelines specified in the ASBA process:

(i) Number of 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 issuer as per the SEBI Regulations and other applicable laws, 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 of 90%; and

(iii) Details of rejected ASBAs, if any, along with reasons for rejection and details of withdrawn ASBAs, if any, to enable the SCSBs to unblock the relevant bank accounts.

(ppp) Finalising various 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 issuer and the Lead Manager, and shall ensure that such reports are based on authentic and valid documentation received from the SCSBs, the Escrow/Collection Bank(s), the Refund Bank(s) and the collection centres;

(qqq) Ensuring that proper grievance handling mechanism is in place at its office during the Issue period and after closing of the Issue, as per applicable regulations;

(rrr) Redressing investor complaints and grievances in a timely manner in accordance with any applicable legislation and any rules, regulations and guidelines issued by SEBI, and provide requisite reports to the Issuer during the Issue period and after closing of the Issue;

(sss) Assisting the Issuer and the Lead Manager in obtaining foreign inward remittance certificates from the SCSBs for necessary filing with the RBI;

(ttt) Assisting the Issuer in providing necessary reports/information and complying with formalities relating to release of security deposit to be placed by the Issuer with the Stock Exchange;

(uuu) Complying with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Issuer and the Lead Manager;

(vvv) Providing all assistance to the Issuer and the Lead Manager in all other work incidental to or connected with processing of applications for issue / refund / allotment / investor services / listing permissions/ trading permissions/ connectivity with NSDL and CDSL or as may be specified by SEBI or any other authority in connection with the Issue; and

(www) The Registrar agrees to maintain records as may be specified by SEBI, the Issuer or the Lead Manager or as may be required under SEBI RTA Regulations and other applicable laws for stipulated period, and in any event, the Registrar shall maintain all the records for at least eight (8) years. The Registrar shall provide the Issuer or any of its assigns any report that is required by them using the information related to the Issue available with the Registrar in a timely manner."

2.13. New Clauses 9 and 10 shall be inserted after Clause 8 of the Registrar Agreement which shall be read as under and accordingly, the Clause thereafter shall be renumbered:



9. 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 shares 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 the Applicable Laws, including the SEBI Circular SEBI/HO/CFD/DIL2/CIR/P/2020/78 dated May 6, 2020.
- (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 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 registered with SEBI as a banker to the issue.
- (v) Assist in preparation and operation of frequently asked questions, online dedicated investor helpdesk, and helpline number to guide investors in gaining familiarity the application process and resolve difficulties faced by investors on priority basis.
- (vi) Resolve difficulties faced by investors on priority basis in Application Process.
- (vii) Be responsible for redressal of all investor complaints arising out of/in relation to Applications made through the R-WAP process.
- (viii) Ensure that R-WAP facility is a non-cash mechanism, in accordance with the SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2020/78 dated May 6, 2020.
- (ix) Ensure that no third party payments shall be allowed in respect of any Application on R-WAP.
- (x) Ensure transparency, fairness and integrity in the functioning and operation of the R-WAP facility;
- (xi) Ensure (and assist the Company and the Lead Managers) in compliance of the SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2020/78 dated May 6, 2020.
- (xii) Ensure compliance with the provisions of this Agreement which shall mutatis mutandis apply to R-WAP, for an Application to be compliant with Applicable Laws.
- (xiii) Implement all checks and balances on R-WAP, for an Application to be compliant with Applicable Laws.

10. 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 the Applicable Laws and SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2020/78 dated May 6, 2020 and as agreed by the Company are met."

2.14. A new sub clause (a) to Clause 19 which was earlier Clause 17 shall be inserted to the Registrar Agreement which shall be read as under and accordingly, the sub clauses thereafter shall be renumbered:

"(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."



- 2.15. New Clause 20 shall be inserted after Clause 19 of the Registrar Agreement which shall be read as under and accordingly, the Clause thereafter shall be renumbered:

"20. 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."

- 2.16. The Clause 23 which was earlier Clause 20 of the Registrar Agreement shall be amended and read as under:

"20. 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."

- 2.17. The Clause 24 which was earlier Clause 21 of the Registrar Agreement shall be amended and read as under:

"24. The Issuer shall make available in advance to the Registrar requisite funds for printing, postage, mailing charges for dispatch of CAFs/ SAFs, Abridged Letter of Offers, Allotment letters; Allotment advice, share certificates, refund orders, etc."

- 2.18. The Clause 27 which was earlier Clause 24 of the Registrar Agreement shall be deleted in entirety and accordingly, the Clauses thereafter shall be renumbered.

### 3. Binding Agreement

All other terms and covenants in the Registrar Agreement shall continue to remain valid and binding on the Parties except as amended herein. To the extent that any of the terms and covenants contained in this Addendum may contradict or may be in conflict with the terms and covenants of the Registrar Agreement, it is expressly agreed hereto that the terms of this Addendum shall take precedence and supersede the terms and covenants of the Registrar Agreement.

### 4. Further Assurance

For the avoidance of doubt all clauses of the Registrar Agreement, to the extent not modified by this Addendum, are hereby incorporated into this Addendum mutatis mutandis, shall continue in full force and effect and shall continue to govern the rights, obligations and duties of all the parties and other persons bound thereunder.

### 5. Counter Parts

This Addendum may be executed in counterparts which when taken together shall constitute one and the same document.

### 6. Entire Addendum

This Addendum constitutes the entire agreement of the parties hereto with respect to the amendments to the Registrar Agreement set forth herein.

### 7. Governing Law

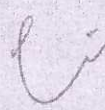

This Registrar Addendum shall be governed by, and construed in accordance with the laws of India and



the Courts in Ahmedabad shall have exclusive jurisdiction. The Clauses pertaining to Governing Law and Arbitration under the Registrar Agreement shall mutatis mutandis apply to this Addendum

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed and acknowledged by their respective officers or representatives hereunto duly authorized, as of the date first above written.

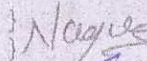
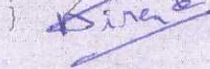
Signed and Delivered  
by Mr. VIJAY KUMAR BS  
for and on behalf of ARVIND FASHIONS  
LIMITED

Signed and Delivered  
by Mr. Dnyanesh Gharote  
for and on behalf of LINK INTIME INDIA  
PRIVATE LIMITED


Witness:  
1. Nagendra M  
2. Hiren. K.





[The Schedule I as provided in Registrar Agreement, which shall be read and replaced as follows]

**SCHEDULE I**

	ACTIVITIES	RESPONSIBILITY
I.	<b>PRE-ISSUE WORK:</b>	
1	Finalisation of Bankers to Issue, list of branches, controlling and collecting branches.	Registrar/ Issuer in consultation with the Lead Manager
2	Design of CAFs, Entitlement Letter, Company schedule, pre-printed stationery.	Registrar/ Issuer in consultation with the Lead Manager
3	Preparing and issuing detailed instructions on procedure to be followed by collecting and controlling branches (incl. SCSBs).	Registrar
5	Arranging, dispatch of application schedule for listing of applications to collecting and controlling branches.	Registrar
6	Placing of orders for and procuring pre-printed stationery.	Issuer
7	Payment towards postage of CAF & LOF	Issuer
8	Creation of Rights Offer Master	Registrar
9	Obtaining the existing data on a magnetic media / other storage device for calculation of rights entitlement	Registrar
	Crediting the Rights Entitlements (REs) in the special ISIN created for that purpose and taking necessary steps for cancelling/extinguished of the same at appropriate time	Registrar
	Credit/transfer of REs in demat account of physical shareholders who have provided demat account details	
	Credit of REs in demat suspense account of those physical shareholders who have not provided the demat details	
	Upload details of REs of shareholders on the Website	Registrar
	Design and operationalize the R-WAP in sync with stock exchange bidding system R-WAP has been enabled to support the non-ASBA Application, including complete linkage with payment gateway provider, and banking system Co-ordination with Stock Exchange on finalizing approach and file format for sharing periodic bid file for application uploaded through R-WAP	Registrar
II.	<b>ISSUE WORK:</b>	
1	Dispatch of CAF / Letter of Offer / Abridged LOF / Entitlement Letter to Eligible Shareholders	Registrar
2	Acceptance and processing of applications at designated collection centres in the manner prescribed under the SEBI Regulations	Registrar
	Acceptance and processing application at R-WAP	Registrar
	Uploading the requisite information on stock exchange's system in respect of R-WAP process and Application thereat	Registrar
	Collecting of the payment amount in separate escrow account opened by the Issuer for the application through R-WAP process	Registrar





	Verification of the Application uploaded on R-WAP in compliance with the SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2020/78 dated May 6, 2020	Registrar
	Obtaining details of REs as on issue closing date	Registrar
	Credit of Rights Equity Shares from the demat suspense account to the account of physical shareholder who have provided the details of demat account	Registrar
3	Collection of daily figures from Bankers to the Issue/ SCSBs. Informing the SCSBs about errors, if any, in the bid details, along with an advice to send rectified data within specified date	Registrar /
4	Receiving and processing plain paper applications	Registrar
5	Expediting dispatch of applications, final certificate to the controlling branches of Bankers to the Issue / SCSBs.	Registrar
6	Collection of applications along with final certificate and schedule pages from controlling branches of e Bankers to the Issue.	Registrar
7	Informing Stock Exchanges/SEBI and providing necessary certificates to Lead Manager on closure of Issue.	Registrar
8	Scrutiny of application received from bankers to the issue and verification of signature of renouncers.	Registrar
9	Numbering of applications and Company schedules and batching them for control purposes.	Registrar
10	Transcribing information from documents to magnetic media for computer processing.	Registrar
11	Reconciliation of number of applications, securities applied and money received with final certificate received from Bankers to the Issue / SCSBs.	Registrar
12	Identify and reject applications of technical faults/rejections and duplicate applications in accordance with the terms in the Issue Documents.	Registrar /
13	Preparing statement for deciding Basis of Allotment by the Issuer in consultation with the Designated Stock Exchange.	Registrar
14	Finalising Basis of Allotment for approval by the Designated Stock Exchange.	Registrar/ Issuer in consultation with the Lead Manager
15	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division), if Allotment cannot be made within stipulated time.	Issuer
16	Allotment of shares on the formula devised by Stock Exchanges.	Registrar
17	Obtaining certificate from auditors that the Allotment has been made as per the basis of Allotment.	Issuer
18	Upload of shares into depository system of shareholders, holding/opting for dematerialized mode	Registrar
19	Preparing list of Allottees and non-Allottees as per the Basis of Allotment approved by the designated stock exchange	Registrar
20	Preparation of Allotment register cum return statement, register of members, index register.	Registrar
21	Printing / overprinting covering letters for dispatching share certificates, for refunding application money, printing / overprinting of Allotment letter cum refund order.	Registrar
22	Printing postal journal for dispatching share certificate or Allotment letters and refund orders by registered/speed post.	Registrar



23	Preparation of distribution schedule / Shareholding Pattern for submission to Stock Exchanges.	Registrar
24	Preparing register of member and specimen signature cards.	Registrar
30	Mailing of documents by registered/speed post/ email or other permissible mode.	Registrar
31	Binding of application forms, application schedule and computer outputs.	Registrar
32	Payment of consolidated stamp duty on Allotment letters/share certificates or procuring and affixing stamp of appropriate value.	Issuer but affixing of stamp is to be done by the Registrar, if required.
33	Issue of duplicate refund order.	Registrar
34	Revalidation of refund orders.	Registrar
35	Handling investor grievances received through phone, email, fax, letter or any other mode and ensuring settlement of all investor complaints	Registrar / Issuer
36	Provision of dispatch confirmation certificate to the Issuer/ Lead Manager	Registrar
37	Credit the shares in the demat suspense account for rejected demat option cases	Registrar
38	Providing all relevant reports for listing, trading of Equity Shares within the timelines mentioned in the Issue Documents, in consultation with the Issuer and the Lead Manager	Registrar
39	Finalising various post-issue monitoring reports, along with relevant certificates/documents, in consultation with the Lead Manager and the Issuer, for submission to SEBI within the stipulated time	Registrar
40	Issue of certificates and providing required details, for submission to SEBI/Stock Exchanges/auditors in relation to release of security deposit of the Issuer	Registrar
41	Preparation of return of Allotment to be filed with the RoC and any other regulatory authority	Registrar

